

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

**NEW ENGLAND CARPENTERS HEALTH
BENEFITS FUND, PIRELLI
ARMSTRONG RETIREE MEDICAL
BENEFITS TRUST; TEAMSTERS
HEALTH & WELFARE FUND OF
PHILADELPHIA AND VICINITY; and
PHILADELPHIA FEDERATION OF
TEACHERS HEALTH AND WELFARE
FUND,**

Plaintiffs,

v.

**FIRST DATABANK, INC., a Missouri
corporation; and McKESSON
CORPORATION, a Delaware corporation,**

Defendants.

CIVIL ACTION: 1:05-cv-11148-PBS

**DISTRICT COUNCIL 37 HEALTH AND
SECURITY PLAN, on behalf of itself and all
others similarly situated,**

Plaintiff,

v.

**MEDI-SPAN, a division of WOLTERS
KLUWER HEALTH, INC.,**

Defendant.

CIVIL ACTION: No. 07-CV-10988

**DECLARATION OF STEVE W. BERMAN REGARDING FINAL
APPROVAL OF THE FDB/MEDI-SPAN SETTLEMENT**

I, Steve W. Berman, hereby declare that:

1. I am a partner of Hagens Berman Sobol Shapiro LLP, resident in its Seattle, Washington, office, and I am one of counsel for the Plaintiffs in the above-captioned matter. I submit this declaration in support of Class Plaintiffs' Memorandum in Response to Non-Party Filings Opposing First DataBank and Medi-Span Settlements and Plaintiffs' Memorandum of Law in Support of Motion for Final Approval of the FDB-McKesson Settlement.

2. Attached hereto as Exhibit A is a true and correct copy of Express Scripts, Inc.'s 2006 Annual Report.

3. Attached hereto as Exhibit B is a true and correct copy of a report prepared by the Inspector General of the United States Department of Health & Human Services dated January 3, 2008.

4. Attached hereto as Exhibit C is a true and correct copy of the Deposition of Eric Cannon dated October 11, 2006 (pertinent pages only).

5. Attached hereto as Group Exhibit D are true and correct copies of documents produced by McKesson Corporation bates labeled MCKAWP 0042663, MCKAWP 0068599, MCKAWP 0071671 and MCKAWP 0076289.

6. Attached hereto as Group Exhibit E are true and correct copies of subpoenas served by Plaintiffs and Defendant McKesson Corporation on PBMs and pharmacies.

7. Attached hereto as Exhibits F and G are true and correct copies of documents produced by Express Scripts, Inc. bates labeled ESI-414-00001762-63 and ESI-414-0001875, respectively.

8. Attached hereto as Exhibit H is a true and correct copy of my letter to Kenneth Delafrange dated October 18, 2007.

9. I have obtained the time and expense reports of all Plaintiffs' counsel. A total of \$5.8 million has been expended in this litigation in attorneys' fees. Plaintiffs' counsel has advanced \$1,256,820 in costs.

10. Plaintiffs' counsel intends to use the fees recovered in this Settlement to fund prosecution of the case against McKesson.

I certify under penalty of perjury that the foregoing is true and correct.

Executed this 17th day of January, 2008.

/s/ Steve W. Berman
STEVE W. BERMAN

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document was served upon the attorney of record for each other party through the Court's electronic filing service on January 17, 2008.

/s/ Steve W. Berman

STEVE W. BERMAN

Exhibit A



EXPRESS SCRIPTS®

The *Express* Way

Integrity

Mutual Respect

Passion

Alignment

Collaboration

Service

Express Scripts 2006 Annual Report

The *Express* Way

The *Express* Way spells out who we are and how we work together. It defines the heart and soul of our company. The *Express* Way defines exactly what we mean when we talk about:

- **Integrity**

The compass that guides every decision we make, every action we take. Nothing matters more.

- **Mutual Respect**

The way we treat each other. The way we treat those we serve.

- **Passion**

The fuel that powers us. Engaging. Challenging. Always reaching.

- **Alignment**

The backbone of our business. We do the right thing for clients and patients.

- **Collaboration**

The way we work together. The way we do more.

- **Service**

The very heart of what we do. Compassion for patients. Commitment to clients.

We know people count on us every day.

Financial Highlights

(in millions, except per share data)	2006	2005	% Change
Statement of Operations			
Revenues	\$ 17,660.0	\$ 16,212.0	9%
Income before income tax	740.5	614.7 ⁽²⁾	20%
Net income	474.4 ⁽¹⁾	400.1 ⁽²⁾	19%
Per Diluted Share Data			
Net income	\$ 3.34 ⁽¹⁾	\$ 2.68 ⁽²⁾	25%
Average Diluted Shares Outstanding	142.0	149.5	-5%
Balance Sheet Data			
Cash	\$ 131.0	\$ 477.9	-73%
Total assets	5,108.1	5,493.5	-7%
Total debt, including current maturities	1,450.5	1,510.5	-4%
Stockholders' equity	1,124.9	1,464.8	-23%
Net Cash Provided by Operating Activities	\$ 658.6	\$ 792.9	-17%
Selected Data			
Network pharmacy claims processed	390.3	437.3	-11%
Home delivery prescriptions filled	41.2	40.2	2%

(1) Net income includes a non-recurring tax benefit of \$7.3 million, or \$0.05 per diluted share.

(2) Income before income tax includes a \$3.8 million charge for the early retirement of debt, and net income also includes a non-recurring tax benefit of \$14.0 million. These items resulted in a net benefit of \$0.08 per diluted share.

Corporate Profile

We are one of the largest full-service pharmacy benefit management (PBM) companies. We coordinate the distribution of outpatient pharmaceuticals through a combination of benefit management services, including retail drug card programs, mail pharmacy services, formulary management programs and other clinical management programs. The Company also distributes a full range of injectable and infusion biopharmaceutical products directly to patients or their physicians, and provides extensive cost-management and patient-care services. We provide these types of services for clients that include health maintenance organizations, health insurers, employers, union-sponsored benefit plans, third-party administrators and governmental health programs. Our website can be found at www.express-scripts.com.

Online Annual Report

If you would like to receive all stockholder information exclusively online, you can register on our website at www.express-scripts.com.

Contents

Page i	Letter to Stockholders
Page iii	Management Team
Page 1	Form 10K
Inside Back Cover	General Stockholders' Information and Board of Directors

To Our Stockholders

When we meet with our clients, stockholders and employees, we can easily speak about Express Scripts as an industry leader. We earned that leadership position over the years through innovation and execution. We can point to our investment in rigorous research, development of drug trend management tools and commitment to outstanding service.

What also differentiates us in the marketplace is our business model, which is based upon alignment with the interests of our clients and patients. Alignment means that as we save our clients and patients money, our performance improves. Our business model is instrumental in explaining why we lead the pharmacy benefit management industry in generic utilization. When it comes to making the use of prescription drugs safer and more affordable, we set the pace.

Here are some of the ways we helped our clients and patients save this past year:

- Our industry-leading generic-utilization rate reached an all-time high of 59.7% in the fourth quarter, up 4.3 percentage points compared with the same period last year.
- We made formulary changes to help position our clients and patients to take advantage of new generics coming to the marketplace — in the statin category for example, we delivered over \$125 million in savings.
- We continued to improve the quality of care and affordability of high-cost specialty drugs.
- We dispensed a record 41 million cost-effective, convenient Home Delivery prescriptions.

These factors contributed to our record net income of \$474.4 million, or \$3.34 per diluted share, an increase of 25% over \$2.68 last year. Our focus on working capital management resulted in a strong cash flow of \$658.6 million and contributed to our industry-leading return on invested capital of 17.3%.

The *Express Way* in Action

The *Express Way* is our tool that helps us in our decision-making process as we align interests with plan sponsors and patients. The *Express Way* spells out who we are as a company and how we work together. It defines the heart and soul of our company.

Over the last decade, we have enjoyed tremendous growth in a very competitive marketplace. We've brought together several companies, combining best practices and blending corporate values. That blending has created a business culture unique to our company. The *Express Way* defines our culture by clarifying the values that guide our success.

Our industry-leading generic-fill rate is clear evidence that we're committed to the values of The *Express Way*. By putting the needs of clients and patients first, we create stockholder value over the long-term.

For example, we began 2006 by positioning our formulary to take advantage of the introduction of new generics entering the marketplace. For statins, which are the most widely prescribed drugs representing over 12% of total drug spend, our clients and patients enjoyed a 13% increase in the use of generics, about triple that seen nationally.

We believe that this shift in market share is the largest planned market-share movement in the history of pharmacy. It's something we're very proud of. As a result of alignment, our strategy generated savings for our clients and patients in the statin class of over \$125 million last year alone.

Leaders Lead

As we continue to earn our position as an industry leader, we must enhance the high-performance culture at Express Scripts. By aligning the behaviors of our leaders, we strengthen our culture, and a stronger culture drives better business results.

A recent study of corporate culture and performance for 32 firms over an 11-year period demonstrated the importance of a high-performance culture. High-performance cultures enjoyed revenue growth over this period of 682%, compared to only 166% for low-performance cultures. Similarly, net income and stock prices increased 756% and 901% respectively for high-performance cultures, vs. 74% and 1% respectively for low-performance cultures.

Through the combination of solid strategic thinking and bold actions, we set ourselves apart in the marketplace. Intellectual curiosity and creativity in all facets of our business will drive solutions for our clients and lead to continuous improvement.

Here are some of the other ways we lead in managing the pharmacy benefit for the thousands of clients and millions of patients who depend on us every day:

Service: Our business model focuses on delivery of client-centric patient care that's second to none. We have invested in our service offering and realized outstanding results. Client and patient satisfaction, client retention, and clients' willingness to recommend us to other health plan sponsors were all in the mid-90% range in 2006.

Drug Trend Management: Our mission is to reduce cost while never compromising health outcomes. We are focused on the goal of promoting the use of generics and low-cost brand drugs. We are successful through our formulary strategies and clinical programs, including step-therapy programs that require use of a front-line medication, typically a generic, before coverage is provided for a back-up drug, usually a more expensive brand medication.

Specialty Pharmacy Management: We provide cost-effective solutions for a broad range of high-cost, high-touch disease states. Specialty drugs represent the fastest-growing segment of the pharmaceutical industry. We have been awarded the majority of products in limited and exclusive networks, and we have been successful in selling specialty services to our PBM clients and PBM services to our specialty clients.

We will continue to drive long-term growth in the specialty space the same way we have in the PBM space – through innovation and execution. We have led the PBM marketplace in the development of sophisticated trend management tools including three-tier copayment plans, step therapy and generic utilization programs. We will also lead the specialty marketplace in the development of trend management tools for specialty drugs. For example, Express Scripts is leading the way by actively working with Congress to create a biogenerics pathway, which could unlock approximately \$70 billion of savings over a 10-year period after the generics are introduced.

Home Delivery: Lower costs and greater convenience through Home Delivery provide increased value to clients and patients. Our Home Delivery pharmacies are more effective at promoting formulary compliance and generic substitution than retail pharmacies. Home Delivery increases the value for clients and patients.

The Future of the Pharmacy Benefit

We will continue to drive future growth by continuing to innovate and execute on our strategic plans.

Medicare Part D became effective in January 2006 and for the first time provided outpatient prescription-drug coverage to Medicare-eligible seniors. Our principal goal for Medicare Part D in 2006 was to serve our clients. We assisted our managed-care clients that offered Medicare prescription drug plans (PDPs) or Medicare Advantage PDPs. We also assisted our employer clients that provided retiree prescription benefits. In order to serve our clients' needs in an evolving Medicare marketplace, we are offering a PDP plan for 2007.

Today's consumers are becoming more prepared to participate in healthcare decisions. The consumer-driven movement is defined as a system where consumers, not the company or insurance provider, determine how and where to spend their healthcare allotments. The success of our generic strategy in the statin class demonstrates the power of our model of alignment and our ability to communicate with our patients, one at a time. We will continue to develop strategies and tools to assist our clients in integrating consumer choice with pharmacy benefit management.

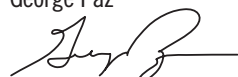
The *Express* Way Will Continue to Guide Us

We operate in an evolving marketplace that requires constant focus on the changing landscape. From Medicare Part D, consumer-directed healthcare, disease management and the growing prominence of specialty drugs, we must ensure our clients of the highest level of service and value.

No matter how the marketplace evolves, the values outlined in The *Express* Way are constant. They are enduring guideposts that assure us of the flexibility and innovation essential to developing creative solutions for making the use of prescription drugs safer and more affordable. These values keep us focused, enthusiastic and committed to managing the cost and quality of the prescription-drug benefit for our clients and patients.

While we take pride in our successes to date, we remain focused on improving the efficiency and effectiveness of the delivery of drug therapy. As we look ahead, we are excited about our role as an industry leader and the opportunities that will unfold over the years to come. We appreciate your interest and support of Express Scripts.

George Paz



President, CEO & Chairman

Management Team

Thomas Boudreau

Senior Vice President
General Counsel & Corporate Secretary

Michael Holmes

Senior Vice President
Chief Human Resources Officer

Ed Ignaczak

Senior Vice President
Sales & Account Management

David Lowenberg

President & Chief Executive Officer
CuraScript

Patrick McNamee

Senior Vice President
Chief Information Officer

Brenda Motheral

Senior Vice President
Research & Product Management

George Paz

President, Chief Executive Officer & Chairman

Doug Porter

Senior Vice President
Client & Patient Services

Agnès Rey-Giraud

Senior Vice President
Strategy & Business Development,
Supply Chain Management

Ed Stiften

Senior Vice President & Chief Financial Officer

Larry Zarin

Vice President
Marketing & Corporate Communications

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
 WASHINGTON, D.C. 20549
FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE FISCAL YEAR ENDED DECEMBER 31, 2006, OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE TRANSITION PERIOD FROM _____ TO _____.

Commission File Number: 0-20199

EXPRESS SCRIPTS, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation or organization)

43-1420563

(I.R.S. employer identification no.)

13900 Riverport Dr., Maryland Heights, Missouri

(Address of principal executive offices)

63043

(Zip Code)

Registrant's telephone number, including area code: (314) 770-1666

Securities registered pursuant to Section 12(b) of the Act:

Common Stock, \$0.01 par value

(Title of Class)

Preferred Share Purchase Rights

(Title of Class)

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes X No ____

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ____ No X

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes X No ____

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation of S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. []

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (check one):

Large accelerated filer [X]

Accelerated filer []

Non-accelerated filer []

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ____ No X

The aggregate market value of Registrant's voting stock held by non-affiliates as of June 30, 2006, was \$9,720,808,000 based on 135,501,000 such shares held on such date by non-affiliates and the average sale price for the Common Stock on such date of \$71.74 as reported on the Nasdaq Global Select Market. Solely for purposes of this computation, the Registrant has assumed that all directors and executive officers of the Registrant are affiliates of the Registrant. The Registrant has no non-voting common equity.

Common stock outstanding as of January 31, 2007:

135,636,000 Shares

DOCUMENTS INCORPORATED BY REFERENCE

Part III incorporates by reference portions of the definitive proxy statement for the Registrant's 2007 Annual Meeting of Stockholders, which is expected to be filed with the Securities and Exchange Commission not later than 120 days after the registrant's fiscal year ended December 31, 2006.

Information included in or incorporated by reference in this Annual Report on Form 10-K, other filings with the Securities and Exchange Commission (the “SEC”) and our press releases or other public statements, contain or may contain forward looking statements. Please refer to a discussion of our forward looking statements and associated risks in “Item 1—Forward Looking Statements and Associated Risks” and “Item 1A—Risk Factors” in this Annual Report on Form 10-K.

PART I

THE COMPANY

Item 1 — Business

Industry Overview

Prescription drugs are playing a greater role in healthcare and today constitute the first line of treatment for many medical conditions. As pharmaceutical research opens the potential for even more effective drugs, demand can be expected to increase. For millions of people, prescription drugs equate to the hope of improved health and quality of life. At the same time, rising prescription drug costs are gradually shaping one of the most persistent challenges to health care financing. Even as pharmaceutical development opens new paths to better healthcare, we confront the possibility that high costs may limit access to these therapies.

As one of the fastest growing components for health care costs in the United States, prescription drug costs accounted for approximately 10.1% of United States health care expenditures in 2006 and are expected to increase to about 11.0% in 2016 according to United States Centers for Medicare & Medicaid (“CMS”) estimates. Based upon information included in our 2005 *Annual Drug Trend* report, described below under “Company Operations—Clinical Support,” annual per member unmanaged drug spending rose 7.9% in 2005. In response to cost pressures being exerted on health benefit providers such as managed care organizations, health insurers, employers and unions, pharmacy benefit management (“PBM”) companies develop innovative strategies designed to keep medications affordable.

We help health benefit providers address access and affordability concerns resulting from rising drug costs. We manage the cost of the drug benefit by performing the following functions:

- evaluating drugs for price, value and efficacy in order to assist clients in selecting a cost-effective formulary;
- leveraging purchasing volume to deliver discounts to health benefit providers;
- promoting the use of generics and low-cost brands; and
- offering cost-effective home delivery pharmacy and specialty services which result in drug-cost savings for plan sponsors and co-payment savings for members.

We work with clients, manufacturers, pharmacists and physicians to increase efficiency in the drug distribution chain, to manage costs in the pharmacy benefit, and to improve members’ health outcomes and satisfaction.

PBMs combine retail pharmacy claims processing, formulary management and home delivery pharmacy services to create an integrated product offering to manage the prescription drug benefit for payers. Some PBMs now provide specialty services to provide treatments for diseases that rely upon high-cost injectible, infused, oral, or inhaled drugs which traditional retail pharmacies are unable to supply due to their high cost and sensitive handling and storage needs (“Specialty”). PBMs also have broadened their service offerings to include disease management programs, compliance programs, outcomes research, drug therapy management programs, sophisticated data analysis and other distribution services.

Company Overview

We are one of the largest PBMs in North America and we provide a full range of pharmacy benefit management services, including retail drug card programs, home delivery pharmacy services, Specialty services, drug formulary management programs and other clinical management programs for thousands of client groups that include HMOs, health insurers, third-party administrators, employers, union-sponsored benefit plans and government health programs.

Our PBM services include:

- retail network pharmacy management
- home delivery pharmacy services
- benefit design consultation
- drug utilization review
- formulary management programs
- disease management
- compliance and therapy management programs for our clients

Services from our Specialty and Ancillary Services (“SAAS”) segment, which consists of the Specialty operations of CuraScript, Inc. (“CuraScript”), and our Specialty Distribution Services (“SDS”) and Phoenix Marketing Group LLC (“PMG”) service lines, include:

- delivery of injectable and infusible biopharmaceutical products to patients’ homes, physician offices, infusion centers, and certain associated patient care services
- distribution of pharmaceuticals and medical supplies to providers and clinics
- third party logistics services for contracted pharma clients
- bio-pharma services including reimbursement and customized logistics solutions
- distribution of pharmaceuticals to low-income patients through pharmaceutical manufacturer-sponsored and company-sponsored generic patient assistance programs
- distribution of pharmaceuticals requiring special handling or packaging
- distribution of sample units to physicians and verification of practitioner licensure

Our revenues are generated primarily from the delivery of prescription drugs through our contracted network of retail pharmacies, home delivery pharmacy services and SAAS services. Revenues from the delivery of prescription drugs to our members represented 98.3% of revenues in 2006, 98.2% of revenues in 2005 and 98.6% of revenues in 2004. Revenues from services, such as the administrative fees associated with the administration of retail pharmacy networks contracted by certain clients, market research programs, medication counseling services, certain specialty distribution services, and sample fulfillment and sample accountability services, comprised the remainder of our revenues.

Prescription drugs are dispensed to members of the health plans we serve primarily through networks of retail pharmacies that are under non-exclusive contracts with us and through the three home delivery fulfillment pharmacies and thirty-eight specialty drug pharmacies we operated as of December 31, 2006. More than 57,000 retail pharmacies, which represent more than 95% of all United States retail pharmacies, participate in one or more of our networks. However, the top ten retail pharmacy chains represent approximately 54% of the total number of stores in our largest network, and these pharmacy chains represent even higher concentrations in certain areas of the United States.

We have a successful history of acquiring and integrating companies, including five significant acquisitions since 1998. We announced a proposal to acquire all of the outstanding shares of Caremark Rx, Inc. (“Caremark”) common stock for \$29.25 in cash and 0.426 shares of Express Scripts stock per share of Caremark common stock. In furtherance of our acquisition proposal, on January 16, 2007 we commenced an exchange offer based on the economic terms in our December 18, 2006 proposal (see “—Acquisitions and Joint Ventures”).

We were incorporated in Missouri in September 1986, and were reincorporated in Delaware in March 1992. Our principal executive offices are located at 13900 Riverport Drive, Maryland Heights, Missouri 63043. Our

telephone number is (314) 770-1666 and our web site is www.express-scripts.com. Through our website, we make available access to our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, all amendments to those reports (when applicable), and other filings with the SEC. Such access is free of charge and is available as soon as reasonably practicable after such information is filed with the SEC. In addition, the SEC maintains an internet site (www.sec.gov) that contains reports, proxy and information statements, and other information regarding issuers filing electronically with the SEC (which includes us). Information included on our website is not part of this annual report.

Products and Services

Pharmacy Benefit Management Services

Overview. Our PBM services involve the management of outpatient prescription drug use to foster high quality, cost-effective pharmaceutical care through the application of managed care principles and advanced information technologies. We offer our PBM services to our clients in the United States and Canada. Our PBM services include:

- retail network pharmacy management
- home delivery pharmacy services
- benefit design consultation
- drug utilization review
- formulary management programs
- disease management
- compliance and therapy management programs for our clients

We consult with our clients to assist them in selecting plan design features which balance the client's requirements for cost control with member convenience. For example, some clients receive a smaller discount on pricing in the retail pharmacy network or home delivery pharmacy in exchange for receiving all or a larger share of the pharmaceutical manufacturer rebates. Other clients receive a greater discount on pricing at the retail pharmacy network or home delivery pharmacy in exchange for a smaller share of the pharmaceutical manufacturer rebates.

During 2006, 80.0% of our revenues were derived by our PBM operations, compared to 88.4% and 94.3% during 2005 and 2004, respectively. This decrease is mainly due to the acquisition of Priority in 2005, which is included in our SAAS segment. The number of retail pharmacy network claims processed decreased to 390.3 million in 2006 from 437.3 million in 2005. The number of home delivery pharmacy claims dispensed increased to 41.2 million in 2006 from 40.2 million claims in 2005.

Retail Pharmacy Network Administration. We contract with retail pharmacies to provide prescription drugs to members of the pharmacy benefit plans we manage. In the United States, we negotiate with pharmacies to discount the price at which they will provide drugs to members. We manage national and regional networks in the United States that are responsive to client preferences related to cost containment, convenience of access for members, and network performance. We also manage networks of pharmacies that are customized for or under direct contract with specific clients. In addition, we have contracted Medicare Part D provider networks that are intended to comply with or exceed CMS access requirements for the Medicare Part D Prescription Drug Program.

All retail pharmacies in our pharmacy networks communicate with us online and in real time to process prescription drug claims. When a member of a plan presents his or her identification card at a network pharmacy, the network pharmacist sends the specified member and prescription information in an industry-standard format through our systems, which process the claim and respond to the pharmacy. The electronic processing of the claim includes, among other things, the following:

- confirming the member's eligibility for benefits under the applicable health benefit plan and the conditions to or limitations of coverage
- performing a concurrent drug utilization review and alerting the pharmacist to possible drug interactions and reactions or other indications of inappropriate prescription drug usage
- updating the member's prescription drug claim record

- if the claim is accepted, confirming to the pharmacy that it will receive payment for the drug dispensed
- informing the pharmacy of the co-payment amount to be collected from the member based upon the client's plan design

Patient Services. As of December 31, 2006, we operated three home delivery pharmacies located in Maryland Heights, Missouri; Bensalem, Pennsylvania; and Tempe, Arizona. In addition to front-end order processing that occurs at our home delivery pharmacies, we also operate three standalone front-end order processing facilities in Troy, New York; Harrisburg, Pennsylvania; and Albuquerque, New Mexico. In addition, we operated seven contact centers located in Albuquerque, New Mexico; Bloomington, Minnesota; Farmington Hills, Michigan; Harrisburg, Pennsylvania; St. Marys, Georgia; Tempe, Arizona; and Pueblo, Colorado. Our pharmacies provide patients with convenient access to maintenance medications and enable us to manage our clients' drug costs through operating efficiencies and economies of scale. Through our home delivery pharmacies, we are directly involved with the prescriber and patient and, as a result, we believe we are generally able to achieve a higher level of generic substitutions and therapeutic interventions than can be achieved through the retail pharmacy networks.

Patient Care Contact Centers. Although we contract with health plans, the ultimate recipients of many of our services are the members of these health plans. We believe client satisfaction is dependent upon patient satisfaction. Domestic patients can call us toll-free, 24 hours a day, 7 days a week, to obtain information about their prescription drug plan from our trained patient care advocates and pharmacists.

Benefit Plan Design and Consultation. We offer consultation and financial modeling to assist our clients in selecting benefit plan designs that meet their needs for member satisfaction and cost control. The most common benefit design options we offer to our clients are:

- financial incentives and reimbursement limitations on the drugs covered by the plan, including drug formularies, tiered co-payments, deductibles or annual benefit maximums
- generic drug utilization incentives
- incentives or requirements to use only certain network pharmacies or to order certain maintenance drugs (i.e. therapies for diabetes, high blood pressure, etc.) only for home delivery
- reimbursement limitations on the amount of a drug which can be obtained in a specific period
- by implementing utilization management programs such as Step Therapy and Prior Authorization, that focus the use of medications according to clinically developed algorithms

The client's choice of benefit design is entered into our electronic claims processing system, which applies the plan design parameters as claims are submitted and enables our clients and us to monitor the financial performance of the plan.

Formulary Development, Compliance and Therapy Management. Formularies are lists of drugs for which coverage is provided under the applicable plan. We have many years of formulary development expertise and maintain an extensive clinical pharmacy department.

Our foremost consideration in the formulary development process is the clinical appropriateness of the drug. In developing formularies, we first perform a rigorous assessment of the available evidence regarding the drug's safety and clinical effectiveness. No drug is added to the formulary until it is approved by our National Pharmacy & Therapeutics Committee ("P&T Committee") – a panel composed of nineteen independent physicians and pharmacists in active clinical practice, representing a variety of specialties and practice settings, typically with major academic affiliations. We fully comply with the P&T Committee's clinical recommendations. The P&T Committee does not consider any information regarding the discount or rebate arrangement we might negotiate with the manufacturer in making its clinical recommendation. This is designed to ensure the clinical recommendation is not affected by our purchasing arrangements. After the clinical recommendation is made, the drugs are evaluated on an economic basis to determine optimal cost-effectiveness.

We administer a number of different formularies for our clients that identify drugs, the use of which is encouraged through various benefit design features. Historically, many clients selected a plan design that included an open formulary in which all drugs were covered by the plan. Today, an increasing number of our clients are selecting formularies in which various financial or other incentives, such as three-tier co-payments, exist for the

selection of formulary drugs over their non-formulary counterparts. Some clients select closed formularies, in which benefits are available only for drugs listed on the formulary. In 2006, about 75% of all claims fell into three-tier or closed categories compared to 69% for 2005 and 60% for 2004. Use of formulary drugs can be encouraged in the following ways:

- through plan design features, such as tiered co-payments, which require the member to pay a higher amount for a non-formulary drug
- by educating members and physicians with respect to benefit design implications
- by promoting the use of lower cost generic alternatives
- by implementing utilization management programs such as Step Therapy and Prior Authorization, that focus the use of medications according to clinically developed algorithms

We also provide formulary compliance services to our clients. For example, if a doctor has prescribed a drug that is not on a client's formulary, we notify the pharmacist through our claims processing system. The pharmacist may then contact the doctor to attempt to obtain the doctor's consent to change the prescription to the appropriate formulary product. The doctor has the final decision-making authority in prescribing the medication.

We also offer innovative clinical intervention programs to assist and manage patient quality of life, client drug trend, and physician communication/education. These programs encompass comprehensive point of service and retrospective drug utilization review, physician profiling, academic detailing, prior authorization, disease care management, and clinical guideline dissemination to physicians.

Rebate Programs. We develop, manage and administer rebate programs that allow pharmaceutical manufactures to provide rebates on utilization of their products by members of our clients' benefit plans. The level to which a client may choose to receive a portion of the rebates paid to us by participating manufacturers varies by client. In situations where we pay all or a portion of rebates to the client, our clients have a contractual right to audit our calculation of their rebate payment to ensure they have received the amount to which they are entitled.

The platform upon which our rebate programs are currently built is called the "preferred savings grid" or "PSG" program. Under the PSG program, rebates are determined based on the characteristics of the formulary design selected by the client and their pharmacy benefit structure. Historically, we have also managed a separate rebate program under which rebate amounts were determined based on the relative market share of each product. In addition, since 2006, rebates available on utilization of pharmaceutical products paid for under the federal Medicare Part D benefit have been captured through a rebate program specifically designed and operated for that purpose. This Medicare Part D rebate program is designed based on the PSG program. The amount of rebates generated by these types of programs is a function of the particular product dispensed and the level of utilization that occurs. Manufacturers participating in our rebate programs pay us administrative fees in connection with the services and systems we provide through the rebate program.

Information Reporting and Analysis and Disease Management Programs. Through the use of sophisticated information and reporting systems we are better able to manage the prescription drug benefit. We analyze prescription drug data to identify cost trends and budget for expected drug costs, assess the financial impact of plan design changes and assist clients in identifying costly utilization patterns through an online prescription drug decision support tool.

We offer disease management and education programs to members in managing clinical outcomes and the total health care costs associated with certain conditions such as asthma, diabetes and cardiovascular disease. These programs are based on the premise that better informed patient and physician behavior can positively influence medical outcomes and reduce overall medical costs. We identify patients who may benefit from these programs through claims data analysis or self-enrollment.

We offer a tiered approach to member education and wellness, ranging from information provided through our Internet site, to educational mailings, to our intensive one-on-one registered nurse or pharmacist counseling. The programs include providing patient profiles directly to their physicians, as well as measurements of the clinical, personal and economic outcomes of the programs.

Electronic Claims Processing System. Our electronic claims processing system enables us to implement sophisticated intervention programs to assist in managing prescription drug utilization. The system can alert the pharmacist to generic substitution and therapeutic intervention opportunities as well as formulary compliance issues, or administer prior authorization and step-therapy protocol programs at the time a claim is submitted for processing. Our claims processing system also creates a database of drug utilization information that can be accessed both at the time the prescription is dispensed and also on a retrospective basis to analyze utilization trends and prescribing patterns for more intensive management of the drug benefit.

Consumer Health and Drug Information. We maintain a public website, www.DrugDigest.org, dedicated to helping consumers make informed decisions about using drugs. Much of the information on DrugDigest.org is written by pharmacists – primarily doctors of pharmacy who are also affiliated with academic institutions. We continually work to expand the interactive tools available on DrugDigest.org which provide consumers an opportunity to take an even more active role in maintaining their own health. The information on DrugDigest.org includes:

- a drug interaction checker
- a drug side effect comparison tool
- tools to check for less expensive generic and alternative drugs
- audible drug name pronunciations
- comparisons of different drugs used to treat the same health condition
- information on health conditions and their treatments
- instructional videos showing administration of specific drug dosage forms
- monographs on drugs and dietary supplements
- photographs of pills and capsules
- interactive care pathways and health risk assessments

Many features of DrugDigest.org are available in the limited-access member website at www.express-scripts.com. The member website gives our clients' members access to personalized current and, in many cases, previous drug histories. Members can use the interactive tools from DrugDigest.org to check for drug interactions and find possible side effects for all of the drugs they take.

To facilitate communications between members and physicians, health condition information from DrugDigest.org has been compiled into "For Your Physician Visit", which is available on the member website. Using it, members complete and print appropriate checklists on conditions such as diabetes and depression. Discussing the completed checklists gives both the member and the physician a better understanding of the member's true health status.

SAAS Services

Overview. Our SAAS segment includes the Specialty operations of CuraScript, and our SDS and PMG service lines. Through our SAAS segment we provide specialty services, including delivery of injectable and infusible drugs to patient homes, physician offices, infusion centers and certain associated patient care services; distribution of pharmaceuticals and medical supplies to providers and clinics; third party logistics services for contracted pharma clients; and bio-pharma services including reimbursement and customized logistics solutions. The SAAS segment also includes distribution of specialty pharmaceuticals requiring special handling or packaging; distribution of pharmaceuticals to low-income patients through manufacturer-sponsored branded and company-sponsored generic patient assistance programs; and distribution of sample units to physicians and verification of practitioner licensure. During 2006, 20.0% of our revenues were derived from SAAS services, compared to 11.6% and 5.7% during 2005 and 2004, respectively.

Collectively under the CuraScript name, we now operate five integrated brands that service the patient through multiple paths: Payors, Providers and Pharma. CuraScriptSP operates specialty pharmacies in eight states with primary operations located in Orlando, Florida. These locations provide patient care and direct specialty home delivery to our patients. CuraScriptIP, primarily based in Louisville, KY, sends infusion pharmaceuticals to multiple alternate pharmacy sites which then coordinate distributing the pharmaceuticals to patients' homes,

physicians' offices and infusion centers. CuraScriptSD provides specialty distribution of pharmaceuticals and medical supplies direct to providers and clinics, performs third-party logistics services for contracted pharmaceutical manufacturers and operates a Group Purchasing Organization ("GPO") for many of our clients. We currently operate CuraScriptSD specialty distribution centers located in Grove City, OH and Sparks, NV. FreedomFP provides fertility services to both providers and patients and is located in Byfield, MA. Finally, HealthBridge provides Bio-Pharma services including reimbursement and customized logistics solutions. In total, the collective CuraScript brand diversely positions us solidly within the Specialty market and truly serves as a pathway to the patient.

Patient Services. Services to patients include coordinated delivery of specialty pharmaceuticals and management of multiple facets of a patient's treatment which can include personal instruction on the self-administration of a patient's therapy, clinical support, support with billing and reimbursement issues and a range of educational materials, including online information portals. We employ a team of specialists including doctors of pharmacy, nurse clinicians, social workers, patient care coordinators and insurance specialists, who are involved in the care we provide to each patient. We work closely with health care providers to monitor medications and dosages and our pharmacists screen each prescription for negative interactions. We utilize clinically based CARELogic programs to provide therapy-specific care management of the injectible therapy, including appropriateness, compliance, dosing and cost control. Our team of specialists is available to answer patients' questions through our toll-free customer service center, including access to pharmacists 24 hours per day, 7 days a week.

Payor Services. We offer health plan providers and their members customized disease-specific treatment programs which cover both pharmacy and medical benefits. In addition to helping payors design a customized plan, we assist with eligibility review, prior authorization coordination, monitoring and reporting of patient therapy adherence as well as electronic claims processing and billing. Our monitoring and reporting of patient therapy includes clinical tracking, plan-specific reports, and provider treatment and dispensing patterns. We are able to provide a clinical and financial picture of plan members with chronic illnesses which measures pharmacy expenses and patients' treatment progress.

Physician Services. Through our CuraScriptSD business unit we provide distribution services primarily to office and clinic-based physicians treating chronic disease patients who regularly order high-dollar-value pharmaceuticals. We are able to provide to these physicians competitive pricing on pharmaceuticals and medical supplies.

Biotech Services. In our June 2006 *Specialty Pharmacy Management Guide and Trend Report*, we reported at the end of 2005 there were more than 400 specialty drugs in clinical trials. For new biopharmaceuticals being launched, we can provide biotech manufacturers product distribution management services. We design strategies tailored to each product's needs with a focus on identifying opportunities to educate the marketplace regarding drug effectiveness, proper utilization and payor acceptance.

Other Services. We also provide a range of centralized supply chain services which can include sampling programs, patient assistance programs, and clinical trial assistance as well as specialized shipping and storage and customized dosing.

We are a leader in sample accountability, database management and practitioner verification services for the pharmaceutical industry, operating the nation's largest prescription drug sample fulfillment business.

We provide specialty distribution services, consisting of the distribution of, and creation of a database of information for, products requiring special handling or packaging, products targeted to a specific physician or patient population, and products distributed to low-income patients. Our services include eligibility, fulfillment, inventory, insurance verification/authorization and payment. We also administer sample card programs for certain manufacturers where the ingredient costs of pharmaceuticals dispensed from retail pharmacies are included in revenues, as well as costs of revenues. These services are provided from our Maryland Heights, Missouri facility.

Segment Information

We report segments on the basis of services offered and have determined we have two reportable segments: PBM and SAAS. Our domestic and Canadian PBM operating segments have similar characteristics and as such have been aggregated into a single PBM reporting segment. Our SAAS segment includes the Specialty operations of CuraScript, and our SDS and PMG service lines. Prior to the third quarter of 2006, SDS and PMG were included in a separate Pharma Business Solutions (“PBS”) segment. During the third quarter, the operations of the Specialty business and the PBS unit were combined in order to capture the natural synergies between these two businesses, which share common products and customers. Accordingly, these two businesses are now combined into one reporting segment labeled Specialty and Ancillary Services. Prior period data has been reclassified to reflect the change in our operating and reporting segments. In addition, we have reclassified certain amounts deemed immaterial between PBM revenue and PBM cost of revenue. These reclassifications had no effect on consolidated gross profit. Information regarding our segments appears in Note 11 of the notes to our consolidated financial statements and is incorporated by reference herein.

Suppliers

We maintain a large inventory of brand name and generic pharmaceuticals in our home delivery pharmacies and biopharmaceutical products in our specialty pharmacies and distribution centers along with other high cost oral agents used to treat patients with rare or chronic disease. If a drug is not in our inventory, we can generally obtain it from a supplier within one business day. We purchase our pharmaceuticals either directly from manufacturers or through wholesalers. Currently, approximately 95% of our branded pharmaceutical purchases by our home delivery pharmacies and approximately 75% of our purchases by our SAAS segment are through one wholesaler. Generic pharmaceuticals are generally purchased directly from manufacturers. We believe that alternative sources of supply for most generic and brand name pharmaceuticals are readily available and due to the unique nature of the specialty market, the services patients require and our reach nationally, we are able to purchase and supply most of the current limited distributed drugs.

Clients

We are a provider of PBM services to several market segments. Our clients include HMOs, health insurers, third-party administrators, employers, union-sponsored benefit plans and government health programs. We provide Specialty services to customers who also include HMOs, health insurers, third-party administrators, employers, union-sponsored benefit plans, government health programs office-based oncologists, renal dialysis clinics, ambulatory surgery centers, primary care physicians, retina specialists, and others.

Our top five clients collectively represented 17.8%, 23.6%, and 22.8% of revenues during 2006, 2005 and 2004 respectively. None of our clients accounted for 10% or more of our consolidated revenues in fiscal years 2006, 2005 or 2004.

Medicare Prescription Drug Coverage

The Medicare Prescription Drug, Improvement and Modernization Act of 2003 (the “MMA”) created the federal Voluntary Prescription Drug Benefit Program under “Part D” of the Social Security Act. Since January 1, 2006, eligible Medicare beneficiaries have been able to obtain prescription drug coverage under Part D by enrolling in a prescription drug plan (“PDP”) or a “Medicare Advantage” plan that offers prescription drug coverage (an “MA-PD”). In addition, the MMA, created an opportunity for employers offering eligible prescription drug coverage for their Medicare-eligible members to receive a subsidy payment by enrolling in the Retiree Drug Subsidy (“RDS”) program. To claim the subsidy, the beneficiaries an employer claims cannot be enrolled in a PDP or MA-PD.

Our services support clients who have elected to become a PDP or an MA-PD. In addition, we support the needs of employers who enroll in the RDS program. We provide PBM services to these clients as well as new Part D functions that include managing member true out of pocket costs (“TrOOP”), creation of Explanation of Benefits (“EOBs”), creation of the prescription data event (“PDE”), medication therapy management (“MTM”) services, and various reporting required by CMS.

In 2006, we were approved by CMS to function as a Part D PDP plan sponsor through our wholly owned subsidiary Express Scripts Insurance Company. Beginning January 1, 2007, our PDP offers prescription drug coverage nationally and in Puerto Rico. The Express Scripts Insurance Company is licensed by the Arizona Department of Insurance as a Disability Insurer which meets the CMS requirements of a risk-bearing entity regulated under state insurance laws or similar statutes. Express Scripts Insurance Company has also been granted licenses in the states of Delaware, Idaho, Indiana, Montana, New York, Oklahoma, Pennsylvania, South Dakota, Texas, Utah and the District of Columbia as a result of the filing of our Uniform Certificate of Authority Application expansion application. Express Scripts Insurance Company has filed expansion applications in other regions in which we may seek to do business, and until licenses are granted, will operate under CMS federal waivers which allow PDPs to waive the state licensure requirement for the initial three years of the prescription drug coverage offering.

Acquisitions and Joint Ventures

As noted above, on December 18, 2006, we announced a proposal to acquire all of the outstanding shares of Caremark common stock for \$29.25 in cash and 0.426 shares of Express Scripts stock per share of Caremark common stock. We have executed commitment letters with Credit Suisse Securities (USA) LLC and Citigroup Global Markets Inc., as lead arrangers, and Credit Suisse, Cayman Islands Branch and Citicorp North America, Inc. to fully finance the proposed transaction and have re-filed our notification under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (“HSR Act”) with the Federal Trade Commission on February 6, 2007. Despite our strong belief that our offer is superior, Caremark has announced its Board of Directors has determined our offer does not and is not reasonably likely to constitute a superior proposal to its proposed merger with CVS Corporation (“CVS”). In furtherance of our acquisition proposal, on January 16, 2007 we commenced an exchange offer based on the economic terms in our December 18, 2006 proposal. The specific terms of the exchange offer are set forth in a prospectus/offer to exchange which forms a part of the Registration Statement on Form S-4 which we filed on January 16, 2007 and which we amended on February 6, 2007. In addition, on January 24, 2007, we began formally soliciting proxies from Caremark’s stockholders in opposition to the proposed Caremark/CVS merger to be considered at a special meeting of Caremark stockholders scheduled to be held on February 20, 2007. We also notified Caremark on January 8, 2007 that we are proposing to nominate four director candidates for election to Caremark’s Board of Directors at Caremark’s 2007 annual meeting.

On October 14, 2005, we acquired the capital stock of Priority in a cash transaction for \$28 per share, or approximately \$1.3 billion. The acquisition was accomplished through the merger of one of our wholly-owned subsidiaries with and into Priority. Priority, headquartered in Lake Mary, Florida, is among the nation’s largest Specialty and distribution companies, with approximately \$1.7 billion in annual revenue during 2004 and approximately \$1.1 billion in revenue for the six months ended July 2, 2005. The \$1.3 billion purchase price was financed with approximately \$167.0 million of cash on hand and the remainder by adding \$1.6 billion in Term A loans through a new credit facility which replaced our prior credit facility. As a result of this refinancing, we wrote-off approximately \$3.8 million in deferred financing fees relating to our prior credit facility in the fourth quarter of 2005.

Aetna Specialty Pharmacy, a joint venture existing between Priority and Aetna, Inc. (“Aetna”), was 60% owned by Priority and 40% by Aetna. Upon a change in control of Priority, the joint venture agreement provided Aetna with an option to purchase Priority’s 60% ownership share of the joint venture. Aetna exercised its option and on December 30, 2005 purchased Priority’s 60% ownership share of Aetna Specialty Pharmacy. The gain on the assets sold, which was not material, reduced the amount of goodwill we recorded through the Priority acquisition.

On January 30, 2004, we purchased the capital stock of CuraScript for a purchase price of approximately \$333.4 million. CuraScript is one of the nation’s largest Specialty services companies, serving over 175 managed care organizations, 30 Medicaid programs and the Medicare program, and operating seven Specialty pharmacies throughout the United States.

The CuraScript and Priority acquisitions have enhanced our ability to provide comprehensive clinical services in many disease states.

Company Operations

General. As of December 31, 2006, our PBM segment operated three home delivery pharmacies, three standalone front-end processing centers, and seven patient contact centers out of leased and owned facilities; and our SAAS segment operated thirty-eight specialty drug pharmacies. Electronic pharmacy claims processing takes place at facilities owned by Electronic Data Systems Corp. (“EDS”) and by International Business Machines Corp. (“IBM”). At our Canadian facilities, we have sales and marketing, client services, pharmacy help desk, clinical, network contracting and management, and certain management information systems capabilities.

Sales and Marketing. In the United States, our sales managers and directors market and sell PBM services, supported by a team of client-service representatives, clinical pharmacy managers and benefit analysis consultants. This team works with clients to make prescription drug use safer and more affordable. A dedicated sales staff cross-markets Specialty services to our PBM clients. In addition, sales personnel dedicated to our Specialty business unit use direct marketing to generate new customers and solidify existing customer relationships. In Canada, marketing and sales efforts are conducted by our staff based in Mississauga, Ontario.

Network Contracting and Management. Our Network Contracting and Management group is responsible for contracting and administering our pharmacy networks. To participate in our retail pharmacy networks, pharmacies must meet certain qualifications, including the requirement that all applicable, credentialing state and/or licensing requirements are being maintained. Pharmacies can contact our pharmacy help desk toll-free, 24 hours a day, 7 days a week, for information and assistance in filling prescriptions for our clients’ members. In addition, our Network Contracting and Management group audits pharmacies in the retail pharmacy networks to determine compliance with the terms of their contracts.

Clinical Support. Our staff of highly-trained pharmacists and physicians provides clinical support for our PBM services. These health care professionals are responsible for a wide range of activities including tracking the drug pipeline; identifying emerging medication-related safety issues and notifying physicians, clients, and patients (if appropriate); providing drug information services; formulary management; development of utilization management, safety (concurrent and retrospective Drug Utilization Review), and other clinical interventions that identify and/or contact physicians, pharmacists, or patients.

Our staff works closely with the P&T Committee during development of our formulary and selected utilization management programs. The P&T Committee ensures our decisions are evidence-based, clinically sound, and meet the current standard of medical practice. The P&T Committee’s guidance results in decisions which are clinically appropriate and not merely superseded by financial considerations.

We have a research team whose mission is to conduct timely, rigorous and objective research that supports evidence-based pharmacy benefit management. Using pharmacy and medical claims data together with member surveys, the research department conducts studies to evaluate clinical, economic and member impact of pharmacy benefits. Topics of ongoing interest center on the impact of clinical offerings, the evolution of pharmacy benefit designs and the cost-effectiveness of drug therapies. The release of our *2005 Annual Drug Trend* report in June 2006 marked our ninth consecutive year of tracking prescription drug trends. Based on a large sample of our membership, the *2005 Annual Drug Trend* report not only examines trends in pharmaceutical utilization and cost, it also investigates the factors that underlie those trends. The current *2005 Annual Drug Trend* report and results of our other studies are shared at our annual Outcomes Conference. We also present at other client forums, speak at professional meetings and publish in health-related journals.

Information Technology. Our Information Technology department supports our pharmacy claims processing systems, our specialty pharmacy systems and other management information systems essential to our operations. Uninterrupted point-of-sale electronic retail pharmacy claims processing is a significant operational requirement for us. Claims for our PBM segment are presently processed in the United States through systems which are maintained, managed and operated domestically by EDS. Canadian claims are processed through systems maintained, managed and operated by IBM. We believe we have substantial capacity for growth in our United States and Canadian claims processing facilities.

Specialty pharmacy operations are supported by multiple pharmacy systems which are maintained, managed and operated internally. We are currently in the process of standardizing our Specialty pharmacy operations on a common application and platform. Integration to a single Specialty platform is expected to be completed in early 2007.

We leverage EDS and SunGard Recovery Services to provide certain disaster recovery services for systems located at the EDS data centers. For systems not covered by an EDS and SunGard Recovery Services arrangement, such as our Specialty pharmacy data centers, the corporate disaster recovery organization manages internal recovery services.

Competition

There are a number of other PBMs in the United States we compete against. Some of these are independent PBMs, such as Caremark, Catalyst RX, Innoviant, Medco, MedImpact, and PerformRX. Others are owned by managed care organizations such as Aetna, Cigna, First Health, Humana, Prime Therapeutics and Wellpoint. Some are owned by retail pharmacies, such as Pharmicare (owned by CVS), RX America (owned by Longs Drug Stores), Rite Aid Health Solutions and Walgreens Health Initiative. We also compete against specialized providers, such as Argus and SXC Health Solutions. Some of these competitors may have greater financial, marketing and technological resources. In addition, other companies may enter into the business and become increasingly competitive as there are no meaningful barriers to entry.

Government Regulation

Many aspects of our businesses are regulated by federal and state laws and regulations. Since sanctions may be imposed for violations of these laws, compliance is a significant operational requirement. We believe we are operating our business in substantial compliance with all existing legal requirements material to the operation of our businesses. There are, however, significant uncertainties involving the application of many of these legal requirements to our business. In addition, there are numerous proposed health care laws and regulations at the federal and state levels, many of which could adversely affect our business or financial position. We are unable to predict what additional federal or state legislation or regulatory initiatives may be enacted in the future relating to our business or the health care industry in general, or what effect any such legislation or regulations might have on us. We cannot provide any assurance that federal or state governments will not impose additional restrictions or adopt interpretations of existing laws that could have a material adverse effect on our consolidated results of operations, consolidated financial position and/or consolidated cash flow from operations.

Pharmacy Benefit Management Regulation Generally. Certain federal and state laws and regulations affect or may affect aspects of our PBM business. Among the laws and regulations that impact or may impact our business are the following:

Anti-Kickback Laws. Subject to certain exceptions and “safe harbors,” the federal anti-kickback statute generally prohibits, among other things, knowingly and willfully paying or offering any payment or other remuneration to induce a person to purchase, lease, order, or arrange for (or recommend purchasing, leasing, or ordering) items (including prescription drugs) or services reimbursable in whole or in part under Medicare, Medicaid or another federal health care program. The anti-kickback statute also generally prohibits soliciting or receiving payments or other remuneration for these purposes. Several states also have similar laws, some of which apply similar anti-kickback prohibitions to items or services reimbursable by HMOs, private insurers and other non-governmental payors. These state laws vary and have been infrequently interpreted by courts or regulatory agencies. Sanctions for violating these federal and state anti-kickback laws may include criminal and civil fines and exclusion from participation in the Medicare and Medicaid programs.

The federal anti-kickback statute has been interpreted broadly by courts, the Office of Inspector General (“OIG”) within the Department of Health and Human Services (“HHS”), and administrative bodies. Because of the federal statute’s broad scope, federal regulations establish certain “safe harbors” from liability. Safe harbors exist for certain properly reported discounts received from vendors, certain investment interests, certain payments for personal services, certain properly disclosed payments made by vendors to GPOs, and certain discount and payment arrangements with HMO risk contractors serving Medicaid and Medicare members. A practice that does not fall

within a safe harbor is not necessarily unlawful, but may be subject to scrutiny and challenge. In the absence of an applicable exception or safe harbor, a violation of the statute may occur even if only one purpose of a payment arrangement is to induce patient referrals or purchases. Among the practices that have been identified by the OIG as potentially improper under the statute are certain “product conversion programs” in which benefits were given by drug manufacturers to pharmacists or physicians for changing a prescription (or recommending or requesting such a change) from one drug to another. Such laws have been cited as a partial basis, along with state consumer protection laws discussed below, for investigations and multi-state settlements relating to financial incentives provided by drug manufacturers to retail pharmacies in connection with such programs. See “Item 3 – Legal Proceedings” for discussion of current proceedings relating to these laws or regulations.

The OIG issued the final Compliance Program Guidance for Pharmaceutical Manufacturers (the “Guidance”) on April 28, 2003. The Guidance, which represents OIG’s general views and is not legally binding, contains guidelines for the design and operation of voluntary programs by pharmaceutical manufacturers to promote compliance with the laws relating to federal health care programs. In addition, the Guidance identifies certain risk areas for pharmaceutical manufacturers, including certain types of arrangements between manufacturers and PBMs, pharmacies, physicians and others that have the potential to implicate the anti-kickback statute. The Guidance contains a discussion of how manufacturers can structure their arrangements with PBMs, such as rebate programs and formulary support activities, to comply with the anti-kickback statute.

Stark Law. The federal physician self-referral law, known as the “Stark Law,” prohibits physicians from referring Medicare or Medicaid beneficiaries for “designated health services” (which include, among other things, outpatient prescription drugs) to an entity with which the physician or an immediate family member of the physician has a financial relationship and prohibits the entity receiving a prohibited referral from presenting a claim to Medicare or Medicaid for the designated health service furnished under the prohibited referral. Our home delivery pharmacies dispense certain outpatient prescription drugs that may be directly or indirectly reimbursed by the Medicare or Medicaid programs, potentially making us subject to the Stark Law’s requirements with respect to such pharmacy operations.

Possible penalties for violation of the Stark Law include denial of payment, refund of amounts collected in violation of the statute, civil monetary penalties and Medicare and Medicaid program exclusion. The Stark Law contains certain statutory exceptions for physician referrals and physician financial relationships, and the CMS has promulgated regulations under the Stark Law which provide some guidance on interpretation of the scope of and exceptions to the Stark Law.

State Self-Referral Laws. Our home delivery services may also be subject to state statutes and regulations that prohibit payments for referral of individuals from or by physicians to health care providers with whom the physicians have a financial relationship. These state laws and their exceptions may vary from the federal Stark Law and vary significantly from state to state. Some of these state statutes and regulations apply to items and services reimbursed by private payors. Violation of these laws may result in prohibition of payment for items or services provided, loss of pharmacy or health care provider licenses, fines and criminal penalties. State self-referral laws are often vague, and, in many cases, have not been widely interpreted by courts or regulatory agencies.

False Claims Act and Related Criminal Provisions. The federal False Claims Act (the “False Claims Act”) imposes civil penalties for knowingly making or causing to be made false claims with respect to governmental programs, such as Medicare and Medicaid, for services not rendered, or for misrepresenting actual services rendered, in order to obtain higher reimbursement. Private individuals may bring qui tam or “whistle blower” suits against providers under the False Claims Act, which authorizes the payment of a portion of any recovery to the individual bringing suit. Such actions are initially required to be filed under seal pending their review by the Department of Justice. Some federal district courts have interpreted the False Claims Act as applying to claims for reimbursement that violate the anti-kickback statute or federal physician self-referral law under certain circumstances. The False Claims Act generally provides for the imposition of civil penalties and for treble damages, resulting in the possibility of substantial financial penalties for small billing errors that are replicated in a large number of claims, as each individual claim could be deemed to be a separate violation of the False Claims Act. Criminal provisions that are similar to the False Claims Act provide that if a corporation is convicted of presenting a claim or making a statement that it knows to be false, fictitious or fraudulent to any federal agency it may be fined. Some states also have enacted statutes similar to the False Claims Act which may include criminal penalties,

substantial fines, and treble damages.

ERISA Regulation. The Employee Retirement Income Security Act of 1974 (“ERISA”) regulates certain aspects of employee pension and health benefit plans, including self-funded corporate health plans with respect to which we have agreements to provide PBM services. We believe that the conduct of our business is not generally subject to the fiduciary obligations of ERISA, and our agreements with our clients provide that we are not the fiduciary of the applicable plan. However, there can be no assurance that the U.S. Department of Labor (the “DOL”), which is the agency that enforces ERISA, would not assert that the fiduciary obligations imposed by ERISA apply to certain aspects of our operations or that courts in private ERISA litigation would not so rule.

In addition to its fiduciary provisions, ERISA imposes civil and criminal liability on service providers to health plans and certain other persons if certain forms of illegal remuneration are made or received. These provisions of ERISA are similar, but not identical, to the health care anti-kickback statutes discussed in the preceding paragraphs; in particular, ERISA lacks the statutory and regulatory “safe harbor” exceptions incorporated into many of the above-discussed statutes. Like the health care anti-kickback laws, the corresponding provisions of ERISA are broadly written and their application to particular cases is often uncertain. See “Item 3 – Legal Proceedings” for discussion of current proceedings relating to these laws or regulations.

Effective January 2004, the DOL issued claims procedure regulations (“Claims Rules”) that create standards applicable to our clients that are regulated under ERISA for initial and appeal level decisions, time frames for decision making, and enhanced disclosure rights for claimants. We have implemented, and will implement in the future, changes to our operational processes, as necessary to accommodate our clients’ compliance needs.

FDA Regulation. The U.S. Food and Drug Administration (the “FDA”) generally has authority to regulate drug promotional materials that are disseminated “by or on behalf of” a drug manufacturer. In January 1998, the FDA issued a Notice and Draft Guidance regarding its intent to regulate certain drug promotion and switching activities of PBMs. The FDA withdrew the Draft Guidance in the fall of 1998, stating that it would reconsider the basis for such Guidance. The FDA has not addressed the issue since the withdrawal of the Guidance. The FDA also enforces federal laws restricting the importation of prescription drugs into the United States from Canada and other countries.

Comprehensive PBM Regulation. Legislation regulating PBM activities in a comprehensive manner has been and continues to be considered in a number of states. In the past, certain organizations, such as the National Association of Insurance Commissioners (“NAIC,” an organization of state insurance regulators), and the National Committee on Quality Assurance (“NCQA,” an accreditation organization) as well as certain state pharmacy boards have considered proposals to regulate PBMs and/or PBM activities, such as formulary development and utilization management. While the actions of the NAIC would not have the force of law, they may influence states to adopt model legislation that such organizations promulgate. In addition, standards established by NCQA could materially impact us directly as a PBM, and indirectly through the impact on our managed care and health insurance clients.

Consumer Protection Laws. Most states have consumer protection laws that previously have been the basis for investigations and multi-state settlements relating to financial incentives provided by drug manufacturers to retail pharmacies in connection with drug switching programs. See “Item 3 – Legal Proceedings” for discussion of current proceedings relating to these laws or regulations.

Network Access Legislation. A majority of states now have some form of legislation affecting our ability to limit access to a pharmacy provider network or removal of a network provider. Such legislation may require us or our clients to admit any retail pharmacy willing to meet the plan’s price and other terms for network participation (“any willing provider” legislation); or may provide that a provider may not be removed from a network except in compliance with certain procedures (“due process” legislation). We have not been materially affected by these statutes.

Legislation Affecting Plan Design. Some states have enacted legislation that prohibits managed care plan sponsors from implementing certain restrictive benefit plan design features, and many states have introduced legislation to regulate various aspects of managed care plans, including provisions relating to the pharmacy benefit. For example, some states, under so-called “freedom of choice” legislation, provide that members of the plan may

not be required to use network providers, but must instead be provided with benefits even if they choose to use non-network providers. Other states have enacted legislation purporting to prohibit health plans from offering members financial incentives for use of home delivery pharmacies. Legislation has been introduced in some states to prohibit or restrict therapeutic intervention, or to require coverage of all FDA approved drugs. Other states mandate coverage of certain benefits or conditions, and require health plan coverage of specific drugs if deemed medically necessary by the prescribing physician. Such legislation does not generally apply to us directly, but it may apply to certain of our clients, such as HMOs and health insurers. If such legislation were to become widely adopted and broad in scope, it could have the effect of limiting the economic benefits achievable through pharmacy benefit management. This development could have a material adverse effect on our consolidated results of operations, consolidated financial position and/or consolidated cash flow from operations.

Licensure Laws. Many states have licensure or registration laws governing certain types of managed care organizations, including preferred provider organizations (“PPOs”), third party administrators (“TPAs”), and companies that provide utilization review services. The scope of these laws differs from state to state, and the application of such laws to the activities of PBMs often is unclear. We have registered under such laws in those states in which we have concluded, after discussion with the appropriate state agency, that such registration is required. Because of increased regulatory requirements on some of our managed care clients affecting prior authorization of drugs before coverage is approved, we have obtained utilization review licenses in selected states through our subsidiary, ESI Utilization Management Co. In addition, accreditation agencies’ requirements for managed care organizations and Medicare Part D regulations for PDP and MA-PDPs may affect the services we provide to such organizations.

Legislation and Regulation Affecting Drug Prices. Some states have adopted so-called “most favored nation” legislation providing that a pharmacy participating in the state Medicaid program must give the state the best price that the pharmacy makes available to any third party plan. Such legislation may adversely affect our ability to negotiate discounts in the future from network pharmacies. Other states have enacted “unitary pricing” legislation, which mandates that all wholesale purchasers of drugs within the state be given access to the same discounts and incentives. Such legislation has been introduced in the past but not enacted in Missouri, Arizona, Pennsylvania, New York, and New Mexico, all states where we operate home delivery pharmacies. Such legislation, if enacted in a state where one of our home delivery pharmacies is located, could adversely affect our ability to negotiate discounts on our purchase of prescription drugs to be dispensed by our home delivery pharmacies.

In addition, various federal and state Medicaid agencies and other enforcement officials are investigating the effects of pharmaceutical industry pricing practices such as how average wholesale price (“AWP”) is calculated and how pharmaceutical manufacturers report their “best price” on a drug under the federal Medicaid rebate program. AWP is a standard pricing measure (calculated by a third-party such as First Data Bank) used throughout the industry, including us, as a basis for calculating drug prices under our contracts with health plans and pharmacies and rebates with pharmaceutical manufacturers. Changes to the AWP standard have been suggested that could alter the calculation of drug prices for federal programs. We are unable to predict whether any such changes will be adopted, and if so, if such changes would have a material adverse impact on our consolidated results of operations, consolidated financial position and/or consolidated cash flow from operations.

Further, the federal Medicaid rebate program requires participating drug manufacturers to provide rebates on all drugs purchased by state Medicaid programs. Manufacturers of brand name products must provide a rebate equivalent to the greater of (a) 15.1% of the “average manufacturer price” (“AMP”) paid by wholesalers for products distributed to the retail pharmacy class of trade and (b) the difference between AMP and the “best price” available to essentially any customer other than the Medicaid program, with certain exceptions. We negotiate rebates with drug manufacturers and, in certain circumstances, sell services to drug manufacturers. Investigations have been commenced by certain governmental entities which question whether “best prices” were properly calculated, reported and paid by the manufacturers to the Medicaid programs. We are not responsible for such calculations, reports or payments. There can be no assurance, however, that our ability to negotiate rebates with, or sell services to, drug manufacturers will not be materially adversely affected by such investigations in the future.

Regulation of Financial Risk Plans. Fee-for-service prescription drug plans generally are not subject to financial regulation by the states. However, if a PBM offers to provide prescription drug coverage on a capitated basis or otherwise accepts material financial risk in providing the benefit, laws in various states may regulate the

PBM. Such laws may require that the party at risk establish reserves or otherwise demonstrate financial responsibility. Laws that may apply in such cases include insurance laws, HMO laws or limited prepaid health service plan laws.

State Fiduciary Legislation. Statutes have been introduced in several states which purport to declare that a PBM is a fiduciary with respect to its clients. The fiduciary obligations that such statutes would impose would be similar, but not identical, to the scope of fiduciary obligations under ERISA. To date only two jurisdictions -- Maine and the District of Columbia -- have enacted such a statute. Our trade association, Pharmaceutical Care Management Association ("PCMA"), has filed suit in federal courts in Maine and the District of Columbia alleging, among other things, that the statute is preempted by ERISA with respect to welfare plans that are subject to ERISA. In the Maine case the United States District Court upheld the statute and recently that decision was affirmed by the United States Court of Appeals. In the District of Columbia case, a preliminary injunction was obtained to stop enforcement of the statute. No final decision has been issued by the court. Widespread enactment of such statutes could have a material adverse effect upon our financial condition, results of operations and cash flows.

Regulation of Disease Management Services. Our disease management programs are affected by many of the same types of state laws and regulations as our other activities. In addition, all states regulate the practice of medicine and the practice of nursing. We do not believe our disease management activities constitute either the practice of medicine or the practice of nursing. However, there can be no assurance that a regulatory agency in one or more states may not assert a contrary position, and we are not aware of any controlling legal precedent for services of this kind.

ERISA Preemption. Many of the state laws described above may be preempted in whole or in part by ERISA, with respect to self-funded plans which provides for comprehensive federal regulation of employee benefit plans. However, the scope of ERISA preemption is uncertain and is subject to conflicting court rulings, and we provide services to certain clients, such as governmental entities, that are not subject to ERISA. Other state laws may be invalid in whole or in part as an unconstitutional attempt by a state to regulate interstate commerce, but the outcome of challenges to these laws on this basis is uncertain. Accordingly, compliance with state laws and regulations remains a significant operational requirement for us.

Home Delivery Regulation. Our home delivery pharmacies are located in Alabama, Arizona, Delaware, Georgia, Indiana, Kentucky, Massachusetts, Michigan, Missouri, Nebraska, New Mexico, New York, New Jersey, North Carolina, Ohio, Pennsylvania, California, Texas, Tennessee, and Florida, and we are licensed to do business as a pharmacy in each such state. Most of the states into which we deliver pharmaceuticals have laws that require out-of-state home delivery pharmacies to register with, or be licensed by, the board of pharmacy or similar regulatory body in the state. These states generally permit the home delivery service to follow the laws of the state in which the home delivery service is located, although certain states require that we also employ a pharmacist licensed in that state. We believe we have registered each of our pharmacies in every state in which such registration is required.

Other statutes and regulations affect our home delivery operations including the federal and state anti-kickback laws, federal Stark Law and state physician self-referral laws described above. Federal and state statutes and regulations govern the labeling, packaging, advertising and adulteration of prescription drugs and the dispensing of controlled substances. The Federal Trade Commission requires mail order sellers of goods generally to engage in truthful advertising, to stock a reasonable supply of the product to be sold, to fill mail orders within thirty days, and to provide clients with refunds when appropriate. The United States Postal Service has statutory authority to restrict the delivery of drugs and medicines through the mail to a degree that could have an adverse effect on our home delivery operations.

HIPAA and Other Privacy Legislation. Most of our activities involve the receipt or use of confidential medical information concerning individual members. In addition, we use aggregated and anonymized data for research and analysis purposes and in some cases provide access to such data to pharmaceutical manufacturers. Various federal and state laws, including the Health Insurance Portability and Accountability Act ("HIPAA," as discussed below), regulate and restrict the use, disclosure and security of confidential medical information and new legislation is proposed from time to time in various states. To date, no such laws have been adopted that adversely impact our ability to provide our services, but there can be no assurance that federal or state governments will not

enact legislation, impose restrictions or adopt interpretations of existing laws that could have a material adverse effect on our consolidated results of operations, consolidated financial position and/or consolidated cash flow from operations.

The HHS privacy and security regulations under HIPAA impose restrictions on the use and disclosure of individually identifiable health information by certain entities. The security regulations relate to the security of protected health information when it is maintained or transmitted electronically. Other HIPAA requirements relate to electronic transaction standards and code sets for processing of pharmacy claims. We are required to comply with certain aspects of the privacy, security and transaction standard regulations and we believe we are in compliance in all material respects with such regulations to the extent they apply to us. For example, we are a “business associate” under HIPAA in some instances with respect to our “covered entity” health plan clients, and enter into business associate agreements with such client. We also may be a “covered entity” under HIPAA when service is provided through our home delivery pharmacies.

SAAS Services Environment. Many of the laws and regulations cited above with respect to our PBM activities also apply with respect to our various specialty services. Of particular relevance are the federal and state anti-kickback laws, state pharmacy regulations and HIPAA, which are described above. Our pharmacists and nurses are licensed in those states where their activity requires it. Our various pharmacy facilities also maintain certain Medicare and state Medicaid provider numbers as pharmacies providing services under these programs. Participation in these programs requires our pharmacies to comply with the applicable Medicare and Medicaid provider rules and regulations, and exposes the pharmacies to various changes the federal and state governments may impose regarding reimbursement amounts to be paid to participating providers under these programs. In addition, several of our pharmacy facilities are participating providers under the new Part D Medicare program created pursuant to The Medicare Prescription Drug, Improvement and Modernization Act of 2003 (the “Act”). As a condition to becoming a participating provider under Part D of the Act, the pharmacies are required to adhere to certain requirements applicable to the Part D Medicare program. In addition, as a condition to conducting our wholesale business, we must maintain various permits and licenses with the appropriate state and federal agencies, and we are subject to various wholesale distributor laws that regulate the conduct of wholesale distributors, including, but not limited to, maintaining pedigree papers in certain instances. Finally, one of our lines of services, PMG, conducts certain activities, including the distribution of drug samples, that are subject to the requirements of the federal Prescription Drug Marketing Act and many of the other federal and state laws and regulations discussed above.

Service Marks and Trademarks

We, and our subsidiaries, have registered the service marks “Express Scripts”, “Filled with Pride”, “Charting the Future of Pharmacy”, “DrugDigest”, “CuraScript”, “CareLogic”, “Trend Central”, “GenericsWork”, “RxGateway”, “Proud To Deliver”, “Express Choice”, and “Freedom Drug”, among others, with the United States Patent and Trademark Office. Our rights to these marks will continue so long as we comply with the usage, renewal filing and other legal requirements relating to the renewal of service marks. We also have several pending applications for registration for other trademarks and service marks including, but not limited to, “CuraScriptSP”, “CuraScriptIP”, “CuraScriptSD”, “FreedomFP”, “Healthbridge”, “The Pathway to the Patient”, “Bleeding Disorders Logic”, “Express Scripts ChoiceMatters”, “SAMAScript”, “RxSpeak”, “RxOutreach”, “Express Savings Statement”, “Express Savings Alert”, “The Smart Way to Save”, and “Protecting the Pharmacy Benefit”. If we are unable to obtain any additional registrations, we believe there would be no material adverse effect on our consolidated results of operations, consolidated financial position, and/or consolidated cash flow from operations.

Insurance

Our PBM operations, including the dispensing of pharmaceutical products by our home delivery pharmacies, our SAAS operations, including the distribution of specialty drugs, and the services rendered in connection with our disease management operations, may subject us to litigation and liability for damages. Commercial insurance coverage is difficult to obtain and cost prohibitive, particularly for certain types of claims. As such, we may maintain significant self insured retentions when deemed most appropriate and cost effective. We have established certain self-insurance reserves to cover potential claims. There can be no assurance that we will be able to maintain our general, professional, or managed care errors and omissions liability insurance coverage in the

future or that such insurance coverage, together with our self-insurance reserves, will be adequate to cover potential future claims. A claim, or claims, in excess of our insurance coverage could have a material adverse effect upon our consolidated results of operations, consolidated financial position and/or consolidated cash flow from operations.

Employees

As of December 31, 2006 and 2005, we employed approximately 11,300 and 11,100 employees, respectively, which includes approximately 200 employees in Canada. Approximately 1,300 of the United States employees are members of collective bargaining units. Specifically, we employ members of the Service Employees International Union at our Bensalem, Pennsylvania facility, members of the United Auto Workers Union at our Farmington Hills, Michigan facility, members of the American Federation of State, County and Municipal Employees at our Harrisburg, Pennsylvania and East Hanover, New Jersey facilities and members of the United Food and Commercial Workers Union at our Albuquerque, New Mexico facility. We believe our relationships with our employees and the unions that represent them are good.

Executive Officers of the Registrant

Our executive officers and their ages as of February 1, 2007 are as follows:

<u>Name</u>	<u>Age</u>	<u>Position</u>
George Paz	51	President, Chief Executive Officer and Chairman of the Board.
Edward Stiften	52	Senior Vice President, Chief Financial Officer
David A. Lowenberg	57	Chief Executive Officer—CuraScript, Inc.
Thomas M. Boudreau	55	Senior Vice President, General Counsel and Corporate Secretary
Michael Holmes	48	Senior Vice President, Chief Human Resources Officer
Edward Ignaczak	41	Senior Vice President – Sales and Account Management
Patrick McNamee	47	Senior Vice President, Chief Information Officer
Brenda Motheral	37	Senior Vice President – Product Management
Douglas Porter	48	Senior Vice President – Client and Patient Services
Agnes Rey-Giraud	42	Senior Vice President – Supply Chain Management
Kelley Elliott	34	Vice President, Chief Accounting Officer and Controller

Mr. Paz was elected a director of the Company in January 2004 and has served as Chairman of the Board since May 2006. Mr. Paz was first elected President in October 2003 and also assumed the role Chief Executive Officer on April 1, 2005. Mr. Paz joined us and was elected Senior Vice President and Chief Financial Officer in January 1998 and continued to serve as our Chief Financial Officer following his election to the office of President until his successor joined us in April 2004.

Mr. Stiften was elected Senior Vice President and Chief Financial Officer in April 2004. Prior to joining us, Mr. Stiften worked for BJC HealthCare, a hospital and health care organization, serving as Vice President and Chief Financial Officer since 1998.

Mr. Lowenberg was named Chief Executive Officer of CuraScript in May 2006. He previously had been our Chief Operating Officer from September 1999 until May 2006, and served as Senior Vice President and Director of Site Operations from November 1993 until September 1999.

Mr. Boudreau was elected Senior Vice President, General Counsel and Secretary in October 1994. He has served as General Counsel since June 1994.

Mr. Holmes was elected Senior Vice President and Chief Human Resources Officer in December 2005. Prior to joining us, Mr. Holmes worked for Edward D. Jones & Co., L.P., a financial services company, as Principal from October 1996 through December 2004.

Mr. Ignaczak was elected Senior Vice President — Sales and Account Management in December 2002. Mr. Ignaczak joined us in April 1998 and served as the Vice President and General Manager of our National Employer Division between April 1998 and December 2002.

Mr. McNamee joined us and was elected Senior Vice President and Chief Information Officer in February 2005. Prior to joining us, Mr. McNamee worked for Misys Healthcare Systems, a health care technology company, as President and General Manager, Physician Systems, from September 2003 through February 2005. Mr. McNamee was employed by various subsidiaries of General Electric Corporation from July 1989 through September 2003, including as President, GE OEC Medical Systems, a surgery x-ray manufacturing business, from July 2002 through September 2003; Senior Vice President, Chief Information Officer and Chief Quality Officer, NBC broadcast network from March 2001 to July 2002; and Chief Information Officer and General Manager of e-Business, GE Transportation Systems, a transportation manufacturing business, from March 1999 through March 2001.

Ms. Motheral was elected Senior Vice President — Product Management in January 2006 and assumed additional duties as Senior Vice President Research and Product Management in September 2006. Ms. Motheral previously served as Vice President — Product Development from January 2005 through January 2006, Vice President — Research and Trend Management from November 2003 through December 2004, Vice President — Research from June 2003 through November 2003, and Senior Director of Research from March 2000 through May 2003.

Mr. Porter was elected Senior Vice President — Client Services in July 2002 and assumed additional responsibilities as Senior Vice President — Client and Patient Services in September 2004. Prior to joining us, Mr. Porter worked for CIGNA HealthCare, a managed health care company, as Vice President — Employer Services between March 2001 and June 2002 and as Vice President — Transformation between October 1999 and February 2001.

Ms. Rey-Giraud was elected Senior Vice President — Strategy and Business Development in January 2006 and Senior Vice President — Supply Chain Organization in September 2006. Ms. Rey-Giraud served as Senior Vice President of Product Management between December 2003 and January 2006, and served as Senior Vice President — Program Development between July 2002 and December 2003. Ms. Rey-Giraud served as Vice President and General Manager — eBusiness between January 2000 and July 2002.

Ms. Elliott was elected Vice President, Chief Accounting Officer and Controller in December 2005. Ms. Elliott previously served in our Internal Audit Department between February 2002 and December 2005, most recently as Vice President.

Forward Looking Statements and Associated Risks

Information we have included or incorporated by reference in this Annual Report on Form 10-K, and information which may be contained in our other filings with the Securities and Exchange Commission (the “SEC”) and our press releases or other public statements, contain or may contain forward-looking statements. These forward-looking statements include, among others, statements of our plans, objectives, expectations or intentions.

Our forward-looking statements involve risks and uncertainties. Our actual results may differ significantly from those projected or suggested in any forward-looking statements. We do not undertake any obligation to release publicly any revisions to such forward-looking statements to reflect events or circumstances occurring after the date hereof or to reflect the occurrence of unanticipated events. Factors which might cause such a difference to occur include, but are not limited to:

- *uncertainties associated with our acquisitions, which include integration risks and costs, uncertainties associated with client retention and repricing of client contracts, and uncertainties associated with the operations of acquired businesses*

- *costs and uncertainties of adverse results in litigation, including a number of pending class action cases that challenge certain of our business practices*
- *investigations of certain PBM practices and pharmaceutical pricing, marketing and distribution practices currently being conducted by the U.S. Attorney offices in Philadelphia and Boston, and by other regulatory agencies including the Department of Labor, and various state attorneys general*
- *changes in AWP, which could reduce prices and margins, including the impact of a proposed settlement in a class action case involving First DataBank, an AWP reporting service*
- *uncertainties regarding the implementation of the Medicare Part D prescription drug benefit, including the financial impact to us to the extent that we participate in the program on a risk-bearing basis, uncertainties of client or member losses to other providers under Medicare Part D, and increased regulatory risk*
- *uncertainties associated with U.S. Centers for Medicare & Medicaid's ("CMS") implementation of the Medicare Part B Competitive Acquisition Program ("CAP"), including the potential loss of clients/revenues to providers choosing to participate in the CAP*
- *our ability to maintain growth rates, or to control operating or capital costs*
- *continued pressure on margins resulting from client demands for lower prices, enhanced service offerings and/or higher service levels, and the possible termination of, or unfavorable modification to, contracts with key clients or providers*
- *competition in the PBM and specialty pharmacy industries, and our ability to consummate contract negotiations with prospective clients, as well as competition from new competitors offering services that may in whole or in part replace services that we now provide to our customers*
- *results in regulatory matters, the adoption of new legislation or regulations (including increased costs associated with compliance with new laws and regulations), more aggressive enforcement of existing legislation or regulations, or a change in the interpretation of existing legislation or regulations*
- *increased compliance relating to our contracts with the DoD TRICARE Management Activity and various state governments and agencies*
- *the possible loss, or adverse modification of the terms, of relationships with pharmaceutical manufacturers, or changes in pricing, discount or other practices of pharmaceutical manufacturers or interruption of the supply of any pharmaceutical products*
- *the possible loss, or adverse modification of the terms, of contracts with pharmacies in our retail pharmacy network*
- *the use and protection of the intellectual property we use in our business*
- *our leverage and debt service obligations, including the effect of certain covenants in our borrowing agreements*
- *our ability to continue to develop new products, services and delivery channels*
- *general developments in the health care industry, including the impact of increases in health care costs, changes in drug utilization and cost patterns and introductions of new drugs*
- *increase in credit risk relative to our clients due to adverse economic trends*
- *our ability to attract and retain qualified personnel*
- *other risks described from time to time in our filings with the SEC*

Risks and uncertainties relating to our proposal to acquire the outstanding stock of Caremark or the related exchange offer that may impact forward-looking statements include but are not limited to:

- *we may not enter into any definitive agreement with Caremark with respect to the proposed transaction*
- *required regulatory approvals may not be obtained in a timely manner, if at all*
- *the proposed transaction may not be consummated*
- *the anticipated benefits of the proposed transaction may not be realized*
- *the integration of Caremark's operations with ours may be materially delayed or may be more costly or difficult than expected*
- *the proposed transaction would materially increase leverage and debt service obligations, including the effect of certain covenants in any new borrowing agreements.*

These and other relevant factors, including those risk factors in “Item 1A—Risk Factors” in this Annual Report and any other information included or incorporated by reference in this Report, and information which may be contained in our other filings with the SEC, should be carefully considered when reviewing any forward-looking statement.

Item 1A—Risk Factors

General Risk Factors

We operate in a very competitive industry, and competition could impair our ability to attract and retain clients, which could adversely affect our business

Our ability to maintain growth rates is dependent upon our ability to attract new clients and retain existing clients, as well as cross-sell additional services to existing clients. We operate in a very competitive environment. Some of our competitors may offer services and pricing terms we may not be able to offer. Our contracts with clients generally do not have terms longer than three years and, in some cases, are terminable by the client on relatively short notice. This competition may make it difficult for us to retain existing clients, sell to new clients and cross-sell additional services to clients, which could materially adversely affect our business and financial results.

Over the last several years, competition in the marketplace has also caused many PBMs, including us, to reduce the prices charged to clients for core services and share a larger portion of the formulary fees and related revenues received from pharmaceutical manufacturers with clients. This combination of lower pricing and increased revenue sharing, as well as increased demand for enhanced service offerings and higher service levels, has put pressure on operating margins. This pressure may continue, and we can give no assurance new services provided to clients will fully compensate for these reduced margins.

We believe the managed care industry is undergoing substantial consolidation, and another party that is not our client could acquire some of our managed care clients. In such case, the likelihood such client would renew its contract with us, as opposed to one of our competitors, could be reduced.

Changes in industry pricing benchmarks could materially impact our financial performance

Contracts in the prescription drug industry, including our contracts with retail pharmacy networks and with PBM and specialty pharmacy clients, generally use certain published benchmarks to establish pricing for prescription drugs. These benchmarks include AWP, average manufacturer price and wholesale acquisition cost. Most of our client contracts utilize the AWP standard.

Recent events have raised uncertainties as to whether payors, pharmacy providers, PBMs and others in the prescription drug industry will continue to utilize AWP as it has previously been calculated or whether other pricing benchmarks will be adopted for establishing prices within the industry.

Specifically, in the recently announced proposed settlement in the case of *New England Carpenters Health Benefits Fund, et al. v. First DataBank, et al.*, Civil Action No. 1:05-CV-11148-PBS (D. Mass.), a civil class action case brought against First DataBank (“FDB”), one of several companies that report data on prescription drug prices, FDB has agreed to reduce the reported AWP of certain drugs by four percent. At this time the proposed settlement has received preliminary but not final court approval. We cannot predict the outcome of the case or, if the settlement is approved, the precise timing of any of the proposed AWP changes.

In the absence of any mitigating action on our part, the proposed reduction in FDB’s AWP would have a material adverse effect on the margin we earn on home delivery transactions. It may also create disruption in our retail networks due to the adverse impact on AWP-based retail pharmacy pricing. However, most of our contracts with clients and retail pharmacies contain terms we believe will enable us to mitigate the adverse effect of this proposed reduction in FDB’s reported AWP.

Due to these and other uncertainties, we can give no assurance that the short or long-term impact of changes to industry pricing benchmarks will not have a material adverse effect on our business and financial results

in future periods. Our various projections, including earnings guidance for 2007, contemplate what we have estimated to be the most probable impact resulting from the proposed FDB settlement. Actual results may be materially less favorable or materially more favorable than those estimated in formulating such projections.

Client demands for additional services or enhanced service levels could put pressure on margins

As our clients face the continued rapid growth in prescription drug costs, they may demand additional services and enhanced service levels to help mitigate the increase in spending. We operate in a very competitive environment, and may not be able to increase our fees to compensate for these increased services, which could put pressure on our margins.

If we lose relationships with one or more key pharmaceutical manufacturers or if the payments made or discounts provided by pharmaceutical manufacturers decline, our business and financial results could be adversely affected

We maintain contractual relationships with numerous pharmaceutical manufacturers that may provide us with, among other things:

- discounts for drugs we purchase to be dispensed from our home delivery pharmacies;
- rebates based upon sales of drugs from our home delivery pharmacies and through pharmacies in our retail networks;
- administrative fees for managing rebate programs, including the development and maintenance of formularies which include the particular manufacturer's products; and
- access to limited distribution specialty pharmaceuticals.

If several of these contractual relationships are terminated or materially altered by the pharmaceutical manufacturers, our business and financial results could be materially adversely affected. In addition, formulary fee programs have been the subject of debate in federal and state legislatures and various other public and governmental forums. Changes in existing laws or regulations or in interpretations of existing laws or regulations or the adoption of new laws or regulations relating to any of these programs may materially adversely affect our business.

If we lose our relationship with one or more key pharmacy providers, or our relationship is modified in an unfavorable manner, our business could be impaired

More than 57,000 retail pharmacies, which represent more than 95% of all United States retail pharmacies, participate in one or more of our networks. However, the top ten retail pharmacy chains represent approximately 54% of the total number of stores in our largest network, and these pharmacy chains represent even higher concentrations in certain areas of the United States. Our contracts with retail pharmacies, which are non-exclusive, are generally terminable on relatively short notice by either party. If one or more of the top pharmacy chains elects to terminate its relationship with us, or attempts to renegotiate the terms of the relationship in a manner that is unfavorable to us, our members' access to retail pharmacies and our business could be materially adversely affected. The continued growth of PBMs owned by the top pharmacy chains, or the acquisition of significant PBM operations by such chains could increase the likelihood of our relationships with such pharmacy chains being adversely affected.

Pending and future litigation could subject us to significant monetary damages and/or require us to change our business practices

We are subject to risks relating to litigation and other proceedings in connection with our PBM operations, including the dispensing of pharmaceutical products by our home delivery pharmacies, and the services rendered in connection with our disease management and our pharmaceutical services operations. A list of a number of the more significant proceedings pending against us is included under "Item 3 – Legal Proceedings." These proceedings generally seek unspecified monetary damages and injunctive relief on behalf of a class of plaintiffs that are either clients or individual members of health plans. While we believe these suits are without merit and intend to contest them vigorously, we can give no assurance that an adverse outcome in one or more of these suits would not have a material adverse effect on our business and financial results.

We are presently responding to several subpoenas and requests for information from governmental agencies, as described in “Item 3 – Legal Proceedings.” We cannot predict with certainty what the result of any such inquiry might be. In addition to potential monetary liability arising from these suits and proceedings, we are incurring costs in the defense of the suits and in providing documents to government agencies. Certain of the costs are covered by our insurance, but certain other costs are not insured. Such costs have become material to our financial performances and we can give no assurance that such costs will not increase in the future.

Commercial liability insurance coverage continues to be difficult to obtain for companies in our business sector which can cause unexpected volatility in premiums and/or retention requirements dictated by insurance carriers. We have established certain self-insurance reserves to cover anticipated losses within our retained liability for previously reported claims and the cost to defend these claims. There can be no assurance general, professional, managed care errors and omissions, and/or other liability insurance coverage will be reasonably available in the future or such insurance coverage, together with our self-insurance reserves, will be adequate to cover future claims. A claim, or claims, in excess of our insurance coverage could have a material adverse effect on our business and financial results.

Medicare Part D may adversely impact our business

In connection with the enactment of the MMA, CMS promulgated a substantial volume of new regulations implementing the federal government’s Voluntary Prescription Drug Benefit Program, known as Medicare “Part D.” The Office of Inspector General has also proposed new safe harbors and other regulation pursuant to the MMA. Both of these federal regulatory agencies continue to issue guidance with regard to the Part D program and compliance with related federal laws and regulations by Part D sponsors and their subcontractors. The receipt of federal funds made available through this program by us, our affiliates, or clients may be subject to compliance with these new regulations as well as the established laws and regulations governing the federal government’s payment for health care goods and services, including the Anti-Kickback Laws, the Stark Law, and the False Claims Act. There are many uncertainties about the financial and regulatory risks of participating in the Medicare Part D program, and we can give no assurance that these risks will not be material to our business in future periods.

In addition, due to the implementation of Medicare Part D, some of our employer clients may decide to stop providing pharmacy benefit coverage to retirees, instead allowing the retirees to choose their own Part D plans, which could result in us losing members. Extensive competition among Medicare Part D plans could also result in the loss of Medicare members by our managed care customers, which would also result in a decline in our membership base.

State and Federal regulations could restrict our ability to conduct business

Numerous state and federal laws and regulations affect our business and operations. The categories include, but are not necessarily limited to:

- health care fraud and abuse laws and regulations, which prohibit certain types of payments and referrals as well as false claims made in connection with health benefit programs
- ERISA and related regulations, which regulate many health care plans
- state legislation regulating PBMs or imposing fiduciary status on PBMs
- consumer protection and unfair trade practice laws and regulations
- network pharmacy access laws, including “any willing provider” and “due process” legislation, that affect aspects of our pharmacy network contracts
- wholesale distributor laws, including pedigree paper laws
- legislation imposing benefit plan design restrictions, which limit how our clients can design their drug benefit plans
- various licensure laws, such as managed care and third party administrator licensure laws
- drug pricing legislation, including “most favored nation” pricing and “unitary pricing” legislation
- pharmacy laws and regulations
- privacy and confidentiality laws and regulations, including those under HIPAA
- the Medicare prescription drug coverage law
- other Medicare and Medicaid reimbursement regulations

- the Prescription Drug Marketing Act
- potential regulation of the PBM industry by the U.S. Food and Drug Administration
- pending legislation regarding importation of drug products into the United States
- state laws regulating the business of insurance

These and other regulatory matters are discussed in more detail under “Item 1 — Business — Government Regulation” above.

We believe that we are operating our business in substantial compliance with all existing legal requirements material to the operation of our business. There are, however, significant uncertainties regarding the application of many of these legal requirements to our business, and a number of state and federal law enforcement agencies and regulatory agencies have initiated investigations or litigation that involve certain aspects of our business or our competitors’ businesses. Accordingly, we cannot provide any assurance that one or more of these agencies will not interpret or apply these laws differently, or, if there is an enforcement action brought against us, that our interpretation would prevail. In addition, there are numerous proposed health care laws and regulations at the Federal and state levels, many of which could materially affect our ability to conduct our business or adversely affect our financial results. We are unable to predict what additional Federal or state legislation or regulatory initiatives may be enacted in the future relating to our business or the health care industry in general, or what effect any such legislation or regulations might have on us.

Various governmental agencies, including the U.S. Attorney General’s Office in Philadelphia and a number of State Attorneys General, have conducted investigations into certain PBM business practices. Many of these investigations have resulted in PBMs, including Medco and AdvancePCS (now part of Caremark), agreeing to civil penalties, including the payment of money and corporate integrity agreements. We have received subpoenas from the U.S. Attorney’s Office in Boston and a number of State Attorneys General. We have also received a letter of inquiry from the Department of Labor. We cannot predict what effect, if any, these investigations may ultimately have on us or on the PBM industry generally (see “Item 3 – Legal Proceedings”).

The State of Maine and the District of Columbia have each enacted statutes that purport to declare that a PBM is a fiduciary with respect to its clients. Our trade association, PCMA, filed suit in Federal District Courts in Maine and the District of Columbia alleging, among other things, that these statutes are preempted by ERISA with respect to welfare plans that are subject to ERISA. The Federal District Court in Maine ruled the statute valid, and the First Circuit Court of Appeals affirmed. The case challenging the D.C. statute is still pending. Other states are considering but have not yet enacted similar fiduciary statutes, and we cannot predict what effect, if any, these and similar statutes may have on our business and financial results.

Most of our activities involve the receipt or use of confidential medical information concerning individuals. In addition, we use aggregated and anonymized data for research and analysis purposes and in some cases provide access to such data to pharmaceutical manufacturers. Various federal and state laws, including HIPAA, regulate and restrict the use, disclosure and security of confidential medical information and new legislation is proposed from time to time in various states. To date, no such laws have been adopted that adversely impact our ability to provide services, but there can be no assurance that federal or state governments will not enact legislation, impose restrictions or adopt interpretations of existing laws that could have a material adverse effect on our business and financial results.

Effective as of 2007, our subsidiary, Express Scripts Insurance Company (“ESIC”), began offering a prescription drug plan (“PDP”) in connection with the Medicare Part D program for purposes of making employer/union-only group waiver plans (known as “EGWP” plans) available for applicable clients. As a licensed insurer organized and licensed under the laws of the State of Arizona, ESIC will be subject to state and federal laws regulating the business of insurance in all jurisdictions in which ESIC offers its PDP. CMS regulations and applicable guidance currently require that ESIC be authorized to offer its prescription drug plan to individuals residing in all fifty states and Puerto Rico. As a PDP sponsor, ESIC will be subject to compliance with all federal laws and regulations applicable to such sponsors as a result of the MMA and the regulations promulgated in connection with implementation of the Medicare Part D drug benefit. While many state insurance laws and regulations are well-established, CMS continues to provide guidance and promulgate new regulations in an attempt to assist PDPs and state regulators to determine the appropriate applicability of state insurance laws in the context of the federal Part D drug benefit provided through an EGWP plan. Uncertainty as to the applicability of state and

federal laws to ESIC's operations could have an impact on our ability to successfully offer products and services under the Part D drug benefit and our ability to comply with applicable laws in doing so.

Efforts to reduce health care costs and alter health care financing practices could adversely affect our business

Certain proposals have been made in the United States to control health care costs, including prescription drug costs, in response to increases in prescription drug utilization rates and drug prices. These proposals include "single-payer" government funded health care, and price controls on prescription drugs. If these or similar efforts are successful or if prescription drug utilization rates were to decrease significantly, whether due to a reversal in the growing role of prescription drugs in medical treatment or otherwise, our business and consolidated results of operations could be materially adversely affected.

We have designed our business model to compete within the current structure of the United States health care system. Changing political, economic and regulatory influences may affect health care financing and reimbursement practices. If the current health care financing and reimbursement system changes significantly, our business could be materially adversely affected. Congress periodically considers proposals to reform the United States health care system. These proposals may increase government involvement in health care and regulation of PBM services, or otherwise change the way our clients do business. Health plan sponsors may react to these proposals and the uncertainty surrounding them by reducing or delaying purchases of cost control mechanisms and related services that we provide. We cannot predict what effect, if any, these proposals may have on our business. Other legislative or market-driven changes in the health care system that we cannot anticipate could also materially adversely affect our business and financial results.

If we fail to successfully complete the integration of the Priority Healthcare business into our operations, our business and financial results could be adversely affected

In October 2005, we acquired Priority Healthcare Corporation for approximately \$1.3 billion. We are in the process of integrating the Priority business with our other operations. There are risks associated with integrating and operating a newly acquired business. We can give no assurance we will successfully operate this new business.

Risk Factors Relating our Offer to Acquire the Stock of Caremark

On December 18, 2006 we made an offer to acquire all of the outstanding shares of Caremark stock, and on January 16, 2007 we launched an exchange offer for the stock of Caremark which is described in detail in the registration statement filed on that date (see "The Company—Acquisitions and Joint Ventures"). Our business would be subject to the following additional risk factors if we are successful in acquiring Caremark.

We must incur additional indebtedness to acquire the shares of Caremark common stock. We expect, but cannot guarantee, the combined company will be able to make all required principal and interest payments when due

Our indebtedness following the acquisition of Caremark would be significantly higher than our current indebtedness and higher than the sum of our current indebtedness and Caremark's current indebtedness. Our total indebtedness as of December 31, 2006 was approximately \$1.5 billion. Our pro forma total indebtedness as of September 30, 2006, after giving effect to the acquisition of 100% of the outstanding shares of Caremark common stock would be approximately \$13.4 billion and could be as high as approximately \$15.0 billion if we complete the exchange offer and related second-step merger. Based upon current levels of operations, anticipated growth and experience in paying down debt incurred to fund acquisitions, we expect, but cannot guarantee, the combined company would be able to generate sufficient cash flow to make all of the principal and interest payments under this indebtedness when such payments are due.

Our increased level of indebtedness could impact our operations and liquidity

Our increased indebtedness following a Caremark acquisition could, during the period in which it is outstanding, have important consequences to holders of our common stock. For example, it could:

- cause us to use a portion of our cash flow from operations for debt service rather than for our operations;

- cause us to be less able to take advantage of significant business opportunities, such as acquisition opportunities, and to react to changes in market or industry conditions;
- cause us to be more vulnerable to general adverse economic and industry conditions;
- cause us to be disadvantaged compared to competitors with less leverage;
- result in a downgrade in the rating of our indebtedness which could increase the cost of further borrowings; and
- subject us to interest rate risk because some of our borrowing will be at variable rates of interest.

If we are unable to comply with restrictions in the proposed credit facilities, the indebtedness thereunder could be accelerated

The credit facilities contemplated by the commitment letter received by us in connection with the Caremark transaction would impose restrictions on us and require certain payments of principal and interest over time. A failure to comply with these restrictions or to make these payments could lead to an event of default which could result in an acceleration of the indebtedness. We cannot make any assurances our future operating results will be sufficient to ensure compliance with the covenants in our agreements or to remedy any such default. In the event of an acceleration of this indebtedness, we may not have or be able to obtain sufficient funds to make any accelerated payments.

After we accept shares of Caremark common stock for exchange in the offer, it is possible we will not have effective control over the governance or operations of Caremark or be able to promptly consummate a second-step merger with Caremark

If we do not acquire at least 90% of the issued and outstanding shares of Caremark common stock pursuant to the exchange offer, we could be limited in our ability to control the operations of Caremark or to promptly effect the related second-step merger. Caremark's board of directors currently consists of three separate classes, and members within each class serve three year terms. If Caremark's board does not negotiate a merger agreement with us, a total of two Caremark stockholder meetings (including the 2007 annual meeting of stockholders) could be required before our nominees, or other persons who support a transaction with us, would constitute a majority of Caremark's board of directors. During this period, Caremark's existing board of directors could take actions, or refuse to consent to actions, which would permit the integration of Caremark and us.

Uncertainties exist in integrating the business and operations of Caremark and us

Following a successful acquisition of Caremark, we intend, to the extent possible, to integrate Caremark's operations with our operations. Although we believe the integration of Caremark's operations into our operations will be achievable, there can be no assurance we will not encounter substantial difficulties integrating Caremark's operations with our operations, which could result in a delay or the failure to achieve the anticipated benefits and synergies of the combination and, therefore, the expected increases in earnings and cost savings. Additionally, these cost savings and increases in earnings may be lower than we currently expect, or may not be realized.

We would be required to obtain governmental and regulatory consents to consummate the acquisition of Caremark, which, if delayed, not granted or granted with unacceptable conditions, may result in additional expenditures of money and resources and/or reduce the anticipated benefits of the combination contemplated by the offer

The consummation of our acquisition of Caremark, and the exchange offer, would each require the receipt of all material governmental authorizations, consents, orders and approvals, including the expiration or termination of the applicable waiting periods under the HSR Act and regulatory clearance from the Tennessee Insurance Commissioner with respect to Caremark's Tennessee domiciled insurance company subsidiary. The governmental agencies from which we will seek these approvals or exemptions have broad discretion in administering the governing regulations. As a condition to their approval of such transactions contemplated, agencies may impose requirements, limitations or costs or require divestitures or place restrictions on the conduct of the combined company's business. These requirements, limitations, costs, divestitures or restrictions could reduce the anticipated benefits of the combination of our business with Caremark. Further, if we agree to any material requirements, limitations, costs, divestitures or restrictions in order to obtain any required approvals, these requirements, limitations, additional costs or restrictions could adversely affect the two companies' ability to integrate their operations or reduce the anticipated benefits of the combination. This could have a material adverse effect on the business and results of operations of the combined company. The necessary regulatory approvals are described in detail in the exchange offer registration statement.

The acquisition of Caremark's stock could trigger certain provisions contained in Caremark's employee benefit plans or agreements that could require us to make change of control payments or permit a counter-party to an agreement with Caremark to terminate that agreement

Certain of Caremark's employee benefit plans or agreements contain change of control clauses providing for compensation to be granted to certain members of Caremark senior management either upon a change of control, or if, following a change of control, Caremark terminates the employment relationship between Caremark and these employees, or if these employees terminate the employment relationship because their respective positions with Caremark have materially changed. If successful, our acquisition of Caremark's stock would likely constitute a change of control, thereby giving rise to potential change of control payments.

Because we have not had the opportunity to review Caremark's non-public information, there may be other agreements that permit a counter-party to terminate an agreement because the offer or the second-step merger would cause a default or violate an anti-assignment, change of control or similar clause. If this happens, we may have to seek to replace that agreement with a new agreement. We cannot assure you that we will be able to replace a terminated agreement on comparable terms or at all. Depending on the importance of a terminated agreement to Caremark's business, failure to replace that agreement on similar terms or at all may increase the costs to us of operating Caremark's business or prevent us from operating part or all of Caremark's business.

The consummation of the offer may accelerate Caremark's existing indebtedness

Under Caremark's existing credit agreement, our acceptance for exchange of a majority of the outstanding shares of common stock of Caremark may be deemed a "change of control" which would cause the indebtedness under Caremark's credit agreement to become immediately due and payable. Caremark may not be able to refinance its existing debt or only on conditions less favorable for Caremark, either of which may have an adverse effect on the value of the stock of Caremark and, indirectly on the value of our stock. If we do not control Caremark and are unable to complete the second-step merger, we may not be able to assist Caremark in obtaining alternative financing.

The market for our common stock may be adversely affected by the issuance of shares pursuant to the offer and the second-step merger

In connection with the exchange offer and the second-step merger, we estimate we would issue approximately 185,428,000 shares of our common stock. The increase in the number of shares of our common stock may lead to sales of such stock or the perception that such sales may occur, either of which may adversely affect the market for, and the market price of, our common stock.

Item 1B—Unresolved Staff Comments

There are no material unresolved written comments that were received from the SEC Staff 180 days or more before the end of our fiscal year relating to our periodic or current reports under the Securities Exchange Act of 1934.

Item 2 – Properties

We operate our United States and Canadian PBM and SAAS segments out of leased and owned facilities throughout the United States and Canada. The Company's main facilities are as follows:

PBM Facilities	SAAS Facilities
Maryland Heights, Missouri (six facilities)	Orlando, Florida (two facilities)
Tempe, Arizona (three facilities)	Lake Mary, Florida (three facilities)
Bloomington, Minnesota (two facilities)	Maryland Heights, Missouri (two facilities)
Bensalem, Pennsylvania (two facilities)	Lincoln Park, New Jersey (two facilities)
Troy, New York	Montville, New Jersey
Albuquerque, New Mexico	Grove City, Ohio (two facilities)
Horsham, Pennsylvania	Louisville, Kentucky (two facilities)
Montreal, Quebec	Byfield, Massachusetts
Mississauga, Ontario	Pinebrook, New Jersey
East Hanover, New Jersey	Sparks, Nevada
Swatara, Pennsylvania	Braintree, Massachusetts
St. Mary's, Georgia	Marietta, Georgia
Pueblo, Colorado	Greensboro, North Carolina
	Dayton, Ohio
	Lexington, Kentucky
	Brewster, New York

Our Maryland Heights, Missouri facility houses our corporate offices. We believe our facilities generally have been well maintained and are in good operating condition. As of January 1, 2007, our existing facilities comprise approximately 2.8 million square feet in the aggregate. This table does not reflect a lease agreement we signed during 2005 for a new corporate headquarters. The building is in the process of being built and we do not anticipate taking possession until the first quarter of 2007. The annual lease commitments will begin at approximately \$4.5 million and the term of the lease is ten and a half years.

We own and lease certain of our computer systems at processing centers managed, maintained and operated by EDS in Plano, Texas and Auburn Hills, Michigan. Our software for claims processing, drug utilization review, pharmacy operations and other products has been developed internally by our employees or purchased under perpetual, nonexclusive license agreements with third parties. Our computer systems at each site are extensively integrated and share common files through local and wide area networks. Uninterruptible power supply and diesel generators allow our computers, telephone systems and pharmacies at each major site to continue to function during a power outage. To protect against loss of data and extended downtime, we store software and redundant data files at both on-site and off-site facilities on a regular basis and maintain contingency operation plans with an annual test. We cannot, however, provide any assurance that our contingency plans would adequately address all relevant issues.

Item 3 -- Legal Proceedings

We and/or our subsidiaries are defendants in a number of lawsuits that purport to be class actions. Each case seeks damages in an unspecified amount. We cannot ascertain with any certainty at this time the monetary damages or injunctive relief that any of the plaintiffs may seek to recover. In addition, we are the subject of several governmental investigations described below. Such investigations could result in civil damages, criminal penalties, or other sanctions, the nature and amount of which we cannot currently estimate. We cannot, however, provide any assurance that the outcome of any of these matters, or some number of them in the aggregate, will not be materially adverse to our financial condition, consolidated results of operations, cash flows or business prospects. In addition, the expenses of defending these cases may have a material effect on our financial results.

These matters are:

- Multi-District Litigation - The Judicial Panel on Multi-District Litigation on April 29, 2005 transferred a number of previously disclosed cases to the Eastern District of Missouri for coordinated or consolidated pretrial proceedings including the following: Minshew v. Express Scripts (Case No.Civ.4:02-CV-1503, United States District Court for the Eastern District of Missouri) (filed December 12, 2001); Lynch v. National Prescription Administrators, et al. (Case No.03 CV 1303, United States District Court for the Southern District of New York) (filed February 26, 2003); Mixon v. Express Scripts, Inc. (Civil Action No. 4:03CV1519, United States District Court for the Eastern District of Missouri) (filed October 23, 2003); Wagner et al. v. Express Scripts (Case No.04cv01018 (WHP), United States District Court for the Southern District of New York) (filed December 31, 2003); Scheuerman, et al v. Express Scripts (Case No.04-CV-0626 (FIS) (RFT), United States District Court for the Southern District of New York) (filed April 27, 2004); Correction Officers' Benevolent Association of the City of New York, et al. v. Express Scripts, Inc. (Case No.04-Civ-7098 (WHP), United States District Court for the Southern District of New York) (filed August 5, 2004); United Food and Commercial Workers Unions and Employers Midwest Health Benefits Fund, et al v. National Prescription Administrators, Inc., et al. (Case No.04-CV-7472, United States District Court for the Southern District of New York) (filed September 21, 2004); Central Laborers' Welfare Fund, et al v. Express Scripts, Inc., et al (Case No.B04-1002240, United States District Court for the Southern District of Illinois) (filed September 27, 2004); New England Health Care Employees Welfare Fund v. Express Scripts, Inc. (Case No.4:05-cv-1081, United States District Court for the Eastern District of Missouri) (filed October 28, 2004); and Local 153 Health Fund, et al. v. Express Scripts Inc. and ESI Mail Pharmacy Service, Inc. (Case No.B05-1004036, United States District Court for the Eastern District of Missouri) (filed May 27, 2005). The plaintiffs assert that certain of our business practices, including those relating to our contracts with pharmaceutical manufacturers for retrospective discounts on pharmaceuticals and those related to our retail pharmacy network contracts, constitute violations including fiduciary duties under the Federal Employee Retirement Income Security Act (ERISA), common law fiduciary duties, state common law, state consumer protection statutes, breach of contract, and deceptive trade practices. The putative classes consist of both ERISA and non-ERISA health benefit plans as well as beneficiaries. The various complaints seek money damages and injunctive relief. Discovery is proceeding in these cases. Plaintiffs have filed motions for class certification of the ERISA plans and for partial summary judgment on the issue of our fiduciary status under ERISA. These motions have been fully briefed and argued.
- Jerry Beeman, et al. v. Caremark, et al. (Case No.021327, United States District Court for the Central District of California). On December 12, 2002, a complaint was filed against us and several other pharmacy benefit management companies. The complaint, filed by several California pharmacies as a putative class action, alleges rights to sue as a private attorney general under California law. The complaint alleges that we, and the other defendants, failed to comply with statutory obligations under California Civil Code Section 2527 to provide our California clients with the results of a bi-annual survey of retail drug prices. On July 12, 2004, the case was dismissed with prejudice on the grounds that the plaintiffs lacked standing to bring the action. On June 2, 2006, the U.S. Court of Appeals for the Ninth Circuit reversed the district court's opinion on standing and remanded the case to the district court.
- Anthony Bradley, et al v. First Health Services Corporation, et al (Case No.BC319292, Superior Court for

the State of California, County of Los Angeles). On July 30, 2004, plaintiffs filed a complaint as a putative class action, alleging rights to sue as a private attorney general under California law. The complaint alleges that we, and the other defendants, failed to comply with statutory obligations under California Civil Code Section 2527 to provide our California clients with the results of a bi-annual survey of retail drug prices. Plaintiffs request injunctive relief, unspecified monetary damages and attorneys' fees. Several of the plaintiffs are the same as in *Beeman, et al v. Caremark, et al*, and the relief sought is substantially the same as that sought in *Beeman*. Our motion to dismiss the complaint was granted and plaintiffs appealed.

- Irwin v. AdvancePCS, et al. (Case No.RG030886393, Superior Court of the State of California for Alameda County) (filed March 26, 2003). This case is brought by plaintiff alleging his right to sue as a private attorney general under California law. This case purports to be a class action against us and other PBM defendants on behalf of self-funded, non-ERISA health plans; and individuals with no prescription drug benefits that have purchased drugs at retail rates. The complaint alleges that certain business practices engaged in by us and by other PBM defendants violated California's Unfair Competition Law. The suit seeks unspecified monetary damages and injunctive relief. This case has been coordinated with the AFSCME case in Los Angeles County Superior Court. Our motion for judgment on the pleadings in our favor was granted, with plaintiffs given leave to file an amended complaint which they did.
- North Jackson Pharmacy, Inc., et al. v. Express Scripts (Civil Action No. CV-03-B-2696-NE, United States District Court for the Northern District of Alabama) (filed October 1, 2003). This case purports to be a class action against us on behalf of independent pharmacies within the United States. The complaint alleges that certain of our business practices violate the Sherman Antitrust Act, 15 U.S.C §1, et. seq. The suit seeks unspecified monetary damages (including treble damages) and injunctive relief. Plaintiffs' motion for class certification was granted on March 3, 2006. A motion filed by the plaintiffs in an antitrust matter against Medco and Merck in the Eastern District of Pennsylvania before the Judicial Panel on Multi-District Litigation requesting transfer of this case and others to the Eastern District of Pennsylvania for MDL treatment was granted on August 24, 2006.
- People of the State of New York, et al v. Express Scripts, Inc. (Case No.4669-04, Supreme Court of the State of New York, County of Albany). On August 4, 2004, the State of New York filed a complaint against us and Cigna Life Insurance Co. The complaint alleges certain breaches of contract and violations of civil law in connection with our management of the prescription drug plan for the State of New York and its employees. The complaint also alleges certain violations of civil law in connection with the Company's therapeutic interchange programs. The State has requested injunctive relief, unspecified monetary damages and attorney's fees. The court originally stayed this action pending the outcome of the Wagner and Scheuerman cases, referred to above, both of which assert claims relating to the New York State prescription drug plan. The court issued an order to lift the stay in February 2006. On July 25, 2006, our motion to dismiss this case was granted in part and denied in part. Specifically, the State's claims based on allegations of breach of fiduciary duty, negligent misrepresentation and violations of the State's Education Law were dismissed in their entirety. Portions of the State's claims alleging violations of the State's General Business Law Section 349 were also dismissed because of the running of the applicable statute of limitations. Discovery is now proceeding.
- In re Express Scripts Securities Litigation (Case No.4:04-CV-1009, United States District Court for the Eastern District of Missouri). The shareholder lawsuits, Sylvia Childress, et al v. Express Scripts, Inc., et al (Case No.04-CV-01191, United States District Court for the Eastern District of Missouri) (filed September 2, 2004); Lidia Garcia, et al v. Express Scripts, Inc., et al (Case No.04-CV-1009, United States District Court for the Eastern District of Missouri) (filed August 5, 2004); Robert Espriel, et al v. Express Scripts, Inc., et al (Case No.04-CV-01084, United States District Court for the Eastern District of Missouri filed) (August 16, 2004); Raymond Hoffman, et al v. Express Scripts, Inc., et al (Case No.04-CV-01054, United States District Court for the Eastern District of Missouri) (filed August 12, 2004); John R. Nicholas, et al v. Express Scripts, Inc., et al (Case No.04-CV-1295, United States District Court for the Eastern District of Missouri) (filed September 21, 2004); John Keith Tully, et al v. Express Scripts, Inc., et al (Case No.04-CV-01338, United States District Court for the Eastern District of Missouri) (filed October 1, 2004), were consolidated. On September 13, 2005, plaintiffs filed an amended complaint. The

complaint alleges that Express Scripts and certain of our officers violated federal securities law. The complaint alleges that we failed to disclose certain alleged improper business practices and issued false and misleading financial statements and that certain officers violated insider trading laws. The complaint is brought on behalf of purchasers of our stock during the period October 29, 2003 to August 3, 2004. The complaint requests unspecified compensatory damages, equitable relief and attorney's fees. Defendants have filed a motion to dismiss.

- Derivative lawsuits: Scott Rehm, Derivatively on behalf of nominal Defendant, Express Scripts, Inc. v. Stuart Bascomb, et al (Case No.044-1960a, Missouri Circuit Court, City of St. Louis) (filed August 27, 2004); Charles Manzione, Derivatively on Behalf of Express Scripts, Inc. v. Barrett Toan et al (Case No.4:04-CV-1608, United States District Court for the Eastern District of Missouri) (filed October 22, 2004); Gary Miller Derivatively on behalf of nominal Defendant, Express Scripts, Inc. v. Stuart Bascomb, et al (Case No.042-08632, Missouri Circuit Court, City of St. Louis) (filed October 22, 2004). Judith Deserio, Derivatively on behalf of Nominal Defendant, Express Scripts, Inc. v. Stuart L. Bascomb, et al (filed December 22, 2004) was consolidated with Miller. Plaintiffs have filed shareholder derivative lawsuits against certain of our current and former directors and officers. The cases make various allegations including that the defendants caused us to issue false and misleading statements, insider selling, breach of fiduciary duty, abuse of control, gross mismanagement, waste of corporate assets and unjust enrichment. Plaintiffs demand unspecified compensatory damages, equitable relief and attorney's fees.
- Pearson's Pharmacy, Inc. and Cam Enterprises, Inc. d/b/a Altadena Pharmacy v. Express Scripts, Inc. (Case No. 3:06-CV-00073-WKW, United States District Court for the Middle District of Alabama) (filed January 26, 2006). On February 15, 2006, an amended complaint alleging a class action on behalf of all pharmacies reimbursed based upon Average Wholesale Price was filed. The complaint alleges that we fail to properly reimburse pharmacies for filling prescriptions. Plaintiffs seek unspecified monetary damages and injunctive relief. On March 31, 2006 we filed a motion to dismiss the complaint.
- Inola Drug, Inc. v. Express Scripts, Inc. (Case No. 06-CV-117-TCK-SAJ, United States District Court for the Northern District of Oklahoma) On February 22, 2006, a class action lawsuit was filed alleging that our reimbursement to pharmacies violates the Oklahoma Third Party Prescriptions Act. The complaint also alleges that we fail to properly reimburse pharmacies for filling prescriptions based on Average Wholesale Price. The proposed classes include all pharmacies in the United States who contract with us and all pharmacies in Oklahoma who contract with us. We filed a motion to dismiss the complaint on June 12, 2006.
- Ronald A. Katz Technology Licensing, L.P. v. Ahold USA, Inc., et al (Case No. C6-545, United States District Court for the District of Delaware). On September 1, 2006, Ronald A. Katz Technology Licensing, L.P. filed a complaint against us for infringement of 16 patents allegedly relating to interactive phone call processing. We are accused of practicing the patents in our telephone systems that allows members to order prescription refills, pay for prescriptions, access account information, and locate participating pharmacies. Plaintiff is seeking an order for an accounting of damages, damages for infringement of all patents, an injunction as to the patents that have not yet expired, treble damages for willful infringement, and attorneys' fees. We intend to contest the action vigorously.

The investigation by the U.S. Attorney's Office in Boston, Massachusetts of various possible health care offenses and other federal crimes continues. We believe the original subject matter of the investigation relating to TAP Pharmaceuticals is no longer at issue, but other issues remain the subject of the investigation. Specifically, the investigation now relates to our formulary development process, our business relationships with certain pharmaceutical manufacturers, and the dispensing of a specialty pharmaceutical product. We continue to comply with the subpoenas and are cooperating with the investigation.

The Company received several letters from the Kansas City, Missouri office of the DOL indicating that DOL is undertaking an investigation of the Company to determine whether any person has violated Title I of ERISA and directing the Company to produce documents relating to various aspects of the Company's business. The Company is cooperating with the investigation.

On July 21, 2004, we received a Civil Investigative Demand from the Attorney General of the State of Vermont. A total of 27 states and the District of Columbia have now issued substantially identical civil investigative demands. The civil investigative demands received to date seek documents regarding a wide range of our business practices. We are cooperating with this multi-state investigation.

In addition, in the ordinary course of our business there have arisen various legal proceedings, investigations or claims now pending against our subsidiaries and us. The effect of these actions on future financial results is not subject to reasonable estimation because considerable uncertainty exists about the outcomes. Where insurance coverage is not available for such claims, or in our judgment, is not cost-effective, we maintain self-insurance reserves to reduce our exposure to future legal costs, settlements and judgments related to uninsured claims. Our self-insured reserves are based upon estimates of the aggregate liability for the costs of uninsured claims incurred and the retained portion of insured claims using certain actuarial assumptions followed in the insurance industry and our historical experience. It is not possible to predict with certainty the outcome of these claims, and we can give no assurance that any losses in excess of our insurance and any self-insurance reserves will not be material.

Item 4 — Submission of Matters to a Vote of Security Holders

No matters were submitted to a vote of security holders during the fourth quarter of 2006.

PART II

Item 5 — Market For Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Price of and Dividends on the Registrant’s Common Equity and Related Stockholder Matters

Market Information. Our common stock is traded on the Nasdaq Global Select Market (“Nasdaq”) under the symbol “ESRX”. The high and low prices, as reported by the Nasdaq, are set forth below for the periods indicated. These prices have been adjusted to reflect the two-for-one stock split effective June 24, 2005, in the form of a stock dividend of one share for each outstanding share to holders of record on June 10, 2005.

Common Stock	Fiscal Year 2006		Fiscal Year 2005	
	High	Low	High	Low
First Quarter	\$ 95.00	\$ 82.15	\$ 43.88	\$ 36.54
Second Quarter	88.88	63.83	52.50	42.05
Third Quarter	84.97	68.81	62.47	45.04
Fourth Quarter	77.80	58.79	90.80	59.40

Holders. As of December 31, 2006, there were 450 stockholders of record of our common stock. We estimate there are approximately 108,077 beneficial owners of our Common Stock.

Dividends. The Board of Directors has not declared any cash dividends on our common stock since the initial public offering. The Board of Directors does not currently intend to declare any cash dividends in the foreseeable future. The terms of our existing credit facility and the indenture under which our public debt was issued contain certain restrictions on our ability to declare or pay cash dividends.

Recent Sales of Unregistered Securities

None.

Issuer Repurchase of Equity Securities

The following is a summary of our stock repurchasing activity during the three months ended December 31, 2006 (share data in millions):

Period	Shares purchased	Average price paid per share	Shares purchased as part of a publicly announced program	Maximum shares that may yet be purchased under the program
10/1/2006 – 10/31/2006	-	\$ -	-	6.1
11/1/2006 – 11/30/2006	-	-	-	6.1
12/1/2006 – 12/31/2006	-	-	-	6.1
Fourth quarter 2006 total	-	\$ -	-	

We have a stock repurchase program, originally announced on October 25, 1996. In May 2006, our Board of Directors authorized a 10.0 million share increase to the existing 38.0 million share repurchase program. In February 2007, our Board of Directors authorized an increase in the program such that subsequent to the resolution, we are authorized to repurchase up to \$1.0 billion worth of shares or 14.1 million shares, whichever occurs first. There is no limit on the duration of the program. Additional share repurchases, if any, will be made in such amounts and at such times as we deem appropriate based upon prevailing market and business conditions, subject to restrictions on the amount of stock repurchases contained in our bank credit facility. In the event that we are not successful in our bid to acquire Caremark (see—“Recent Developments”), we expect to repurchase up to \$1.0 billion of shares as soon as practicable.

Item 6 – Selected Financial Data

The following selected financial data should be read in conjunction with our Consolidated Financial Statements, including the related notes, and “Item 7 — *Management’s Discussion and Analysis of Financial Condition and Results of Operations*”.

<i>(in millions, except per share data)</i>	2006	2005 ⁽¹⁾	2004 ⁽²⁾	2003	2002 ⁽³⁾
Statement of Operations Data (for the Year Ended December 31):					
Revenues ^{(4) (5)}	\$ 17,660.0	\$ 16,212.0	\$ 15,114.7	\$ 13,294.5	\$ 12,270.5
Cost of revenues ^{(4) (5)}	16,163.0	15,012.8	14,170.5	12,428.2	11,447.1
Gross Profit	1,497.0	1,199.2	944.2	866.3	823.4
Selling, general and administrative	672.9	556.1	451.2	417.2	451.7
Operating income	824.1	643.1	493.0	449.1	371.7
Other expense, net	(83.6)	(28.4)	(42.4)	(43.8)	(43.7)
Income before income taxes	740.5	614.7	450.6	405.3	328.0
Provision for income taxes	266.1	214.6	172.4	154.7	125.2
Income before cumulative effect of accounting change	474.4	400.1	278.2	250.6	202.8
Cumulative effect of accounting change, net of tax ⁽⁶⁾	-	-	-	(1.0)	-
Net income	\$ 474.4	\$ 400.1	\$ 278.2	\$ 249.6	\$ 202.8
Basic earnings per share: ⁽⁷⁾					
Before cumulative effect of accounting change	\$ 3.39	\$ 2.72	\$ 1.82	\$ 1.61	\$ 1.30
Cumulative effect of accounting change	-	-	-	(0.01)	-
Net income	\$ 3.39	\$ 2.72	\$ 1.82	\$ 1.60	\$ 1.30
Diluted earnings per share: ⁽⁷⁾					
Before cumulative effect of accounting change	\$ 3.34	\$ 2.68	\$ 1.79	\$ 1.59	\$ 1.27
Cumulative effect of accounting change	-	-	-	(0.01)	-
Net income	\$ 3.34	\$ 2.68	\$ 1.79	\$ 1.58	\$ 1.27
Weighted average shares outstanding: ⁽⁷⁾					
Basic	139.8	146.8	152.8	155.7	155.7
Diluted	142.0	149.5	155.0	157.9	159.3
Balance Sheet Data (as of December 31):					
Cash and cash equivalents	\$ 131.0	\$ 477.9	\$ 166.1	\$ 396.0	\$ 190.7
Working capital	(657.3)	(137.8)	(370.4)	(66.3)	(149.9)
Total assets	5,108.1	5,493.5	3,600.1	3,409.2	3,207.0
Debt:					
Short-term debt	180.1	110.0	22.1	-	3.3
Long-term debt	1,270.4	1,400.5	412.1	455.0	562.6
Stockholders’ equity	1,124.9	1,464.8	1,196.3	1,194.0	1,002.8
Selected Data (for the Year Ended December 31):					
Network pharmacy claims processed ⁽⁸⁾	390.3	437.3	398.8	378.9	354.9
Home delivery pharmacy prescriptions filled	41.2	40.2	38.1	32.3	27.2
SAAS prescriptions filled	5.7	5.4	3.5	3.6	3.1
Cash flows provided by operating activities	\$ 658.6	\$ 792.9	\$ 496.2	\$ 457.9	\$ 426.0
Cash flows used in investing activities	(101.0)	(1,368.6)	(397.0)	(42.8)	(548.7)
Cash flows provided by (used in) financing activities	(904.7)	887.0	(330.4)	(212.5)	135.6
EBITDA ⁽⁹⁾	925.1	727.5	563.1	503.2	453.8

- (1) Includes the acquisition of Priority Healthcare Corporation, Inc. effective October 14, 2005.
- (2) Includes the acquisition of CuraScript, Inc. effective January 30, 2004.
- (3) Includes the acquisition of Phoenix Marketing Group effective February 25, 2002, National Prescription Administrators and certain related entities effective April 12, 2002 and Managed Pharmacy Benefits, Inc. effective December 20, 2002.
- (4) We have reclassified certain amounts deemed immaterial between PBM revenue and PBM cost of revenue in the years ended December 31, 2006 and 2005. There is no effect on consolidated gross profit.
- (5) Excludes estimated retail pharmacy co-payments of \$4,175.3, \$5,821.8, \$5,545.9, \$5,276.1, and \$4,349.9 for the years ended December 31, 2006, 2005, 2004, 2003, and 2002, respectively. These are amounts we instructed retail pharmacies to collect from members. We have no information regarding actual co-payments collected.
- (6) As a result of the adoption of FAS 143, "Accounting for Asset Retirement Obligations" we recorded a \$1.0 million loss, net of tax, as the cumulative effect of change in accounting principle in 2003.
- (7) Earnings per share and weighted average shares outstanding have been restated to reflect the two-for-one stock split effective June 24, 2005.
- (8) Excluded from the network claims are manual claims and drug formulary only claims where we only administer the clients formulary.
- (9) EBITDA is earnings before other income (expense), interest, taxes, depreciation and amortization, or operating income plus depreciation and amortization. EBITDA is presented because it is a widely accepted indicator of a company's ability to service indebtedness and is frequently used to evaluate a company's performance. EBITDA, however, should not be considered as an alternative to net income, as a measure of operating performance, as an alternative to cash flow, as a measure of liquidity or as a substitute for any other measure computed in accordance with accounting principles generally accepted in the United States. In addition, our definition and calculation of EBITDA may not be comparable to that used by other companies.

We have provided below a reconciliation of EBITDA to net income and to net cash provided by operating activities as we believe they are the most directly comparable measures calculated under Generally Accepted Accounting Principles:

<i>(in millions)</i>	Year Ended December 31,				
	2006	2005	2004	2003	2002
Net income	\$ 474.4	\$ 400.1	\$ 278.2	\$ 249.6	\$ 202.8
Income taxes	266.1	214.6	172.4	154.7	125.2
Depreciation and amortization	101.0	84.4	70.1	54.1	82.1
Interest expense, net	82.0	26.0	37.9	38.0	39.2
Undistributed loss from joint venture	1.6	2.4	4.5	5.8	4.5
Cumulative effect of accounting change, net of tax	-	-	-	1.0	-
EBITDA	925.1	727.5	563.1	503.2	453.8
Current income taxes	(258.2)	(196.3)	(153.3)	(120.2)	(95.3)
Change in operating assets and liabilities (excluding effects of acquisitions)	30.1	219.6	80.9	84.1	62.5
Interest expense less amortization	(80.0)	(20.9)	(30.2)	(35.0)	(35.3)
Bad debt expense	17.7	18.3	6.2	(2.6)	17.9
Tax benefit from employee stock compensation	-	35.6	10.9	26.9	16.9
Amortization of unearned comp. under employee plans	27.6	11.5	11.8	8.3	9.8
Undistributed loss from joint venture	(1.6)	(2.4)	(4.5)	(5.8)	(4.5)
Other, net	(2.1)	-	11.3	(1.0)	0.2
Net cash provided by operating activities	\$ 658.6	\$ 792.9	\$ 496.2	\$ 457.9	\$ 426.0

Item 7 – Management’s Discussion and Analysis of Financial Condition and Results of Operations**OVERVIEW**

As one of the largest full-service pharmacy benefit management (“PBM”) companies we provide health care management and administration services on behalf of our clients, which include health maintenance organizations, health insurers, third-party administrators, employers, union-sponsored benefit plans and government health programs. Our integrated PBM services include network claims processing, home delivery services, benefit design consultation, drug utilization review, formulary management, disease management, and drug data analysis services.

Through our Specialty and Ancillary Services (“SAAS”) segment, we provide specialty services, including patient care and direct specialty home delivery to patients; distribution of infusion drugs to patient homes, physician offices, and infusion centers; distribution of pharmaceuticals and medical supplies to providers and clinics; third party logistics services for contracted pharmaceutical manufacturer clients; fertility services to providers and patients; and bio-pharmaceutical services including marketing, reimbursement and customized logistics solutions. SAAS does not include the fulfillment of specialty prescriptions at retail pharmacies participating in our networks; these prescriptions are reflected in PBM network revenues. We also provide services which include distribution of specialty pharmaceuticals requiring special handling or packaging where we have been selected by the pharmaceutical manufacturer as part of a limited distribution network; distribution of pharmaceuticals to low-income patients through manufacturer-sponsored patient assistance programs and company-sponsored generic patient assistance programs, and distribution of sample units to physicians and verification of practitioner licensure.

We report two segments: PBM and SAAS (see “—Results of Operations”). Revenue generated by our segments can be classified as either tangible product revenue or service revenue. We earn tangible product revenue from the sale of prescription drugs by retail pharmacies in our retail pharmacy networks and from dispensing prescription drugs from our home delivery and specialty pharmacies. Service revenue includes administrative fees associated with the administration of retail pharmacy networks contracted by certain clients, market research programs, medication counseling services, certain specialty distribution services, and sample fulfillment and sample accountability services. Tangible product revenue generated by our PBM and SAAS segments represented 98.3% of revenues for the year ended December 31, 2006, respectively, as compared to 98.2% and 98.6% for the years ended December 31, 2005 and 2004, respectively.

On October 14, 2005, we purchased the capital stock of Priority Healthcare, Inc. (“Priority”) in a cash transaction for \$28 per share, or approximately \$1.3 billion. The acquisition was accomplished through the merger of one of our wholly-owned subsidiaries with and into Priority. The \$1.3 billion purchase price was financed with approximately \$167.0 million of cash on hand and the remainder by adding \$1.6 billion in term loans under a new credit facility which replaced our prior credit facility. Consequently, our operating results include those of Priority from October 14, 2005.

EXECUTIVE SUMMARY AND TREND FACTORS AFFECTING THE BUSINESS

Prescription drug costs have increased considerably over the past several years, primarily due to brand-name product inflation, the introduction of new products by pharmaceutical manufacturers and higher utilization of drugs. We face continuing pressures on margins resulting from client demands for better management of pharmacy trends, enhanced service offerings and/or higher service levels on contract renewals, and unfavorable modifications to contracts with key clients.

Our business model is built around the alignment of our financial interests with those of our clients and members in making the use of prescription drugs safer and more affordable. The improvement in our consolidated results of operations in 2006 over 2005 was primarily driven by factors which also reduce pharmacy trends for our clients. In 2006, we benefited from higher generic utilization (57.6% in 2006 compared to 54.4% in 2005), better management of ingredient costs (resulting from renegotiation of certain supplier contracts, increased competition among generic manufacturers and other actions which helped to reduce ingredient costs) and increased home delivery volume. In addition, our results of operations in 2006 improved over 2005 as a result of increased workforce efficiencies and the consolidation of certain of our facilities. These positive trends were partially offset

by a decrease in network claims volume due to client attrition in 2006. We believe the positive impact resulting from increased generic usage, productivity improvements, and increased home delivery volume will continue to generate improvement in our results of operations in the future.

Current results of operations for our SAAS segment were negatively affected by the migration of members from our Patient Assistance Programs to the Medicare Part D program, by margin declines in our core specialty and distribution business units and by integration expenses. We believe that the infrastructure investments made during integration, certain management and reporting changes implemented in 2006, and our improved success in being awarded specialty products in limited and exclusive networks position us to capitalize on the growth opportunities in the specialty marketplace.

RECENT DEVELOPMENTS

As noted above, on December 18, 2006, we announced a proposal to acquire all of the outstanding shares of Caremark common stock for \$29.25 in cash and 0.426 shares of Express Scripts stock per share of Caremark common stock. We have executed commitment letters with Credit Suisse Securities (USA) LLC and Citigroup Global Markets Inc., as lead arrangers, and Credit Suisse, Cayman Islands Branch and Citicorp North America, Inc. to fully finance the proposed transaction and have re-filed our notification under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended with the Federal Trade Commission on February 6, 2007. Despite our strong belief that our offer is superior, Caremark has announced its Board of Directors has determined our offer does not and is not reasonably likely to constitute a superior proposal to its proposed merger with CVS Corporation ("CVS"). In furtherance of our acquisition proposal, on January 16, 2007 we commenced an exchange offer based on the economic terms in our December 18, 2006 proposal. The specific terms of the exchange offer are set forth in a prospectus/offer to exchange which forms a part of the Registration Statement on Form S-4 which we filed on January 16, 2007 and which we amended on February 6, 2007. In addition, on January 24, 2007, we began formally soliciting proxies from Caremark's stockholders in opposition to the proposed Caremark/CVS merger to be considered at a special meeting of Caremark stockholders scheduled to be held on February 20, 2007. We also notified Caremark on January 8, 2007 that we are proposing to nominate four director candidates for election to Caremark's Board of Directors at Caremark's 2007 annual meeting.

If we are successful in this endeavor, we expect to incur additional debt in the range of \$13.0 billion to \$15.0 billion. As a result of this additional indebtedness and associated interest expense, we anticipate the acquisition to be dilutive to earnings in 2007.

Through January 31, 2007, we have incurred approximately \$10.0 million of costs related to the proposed transaction. Additional costs incurred during 2007 could be significant.

CRITICAL ACCOUNTING POLICIES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions which affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Our estimates and assumptions are based upon a combination of historical information and various other assumptions believed to be reasonable under the particular circumstances. Actual results may differ from our estimates. Certain of the accounting policies which most impact our consolidated financial statements and that require our management to make difficult, subjective or complex judgments are described below. This should be read in conjunction with Note 1, "Summary of Significant Accounting Policies" and with the other notes to the consolidated financial statements.

REBATE ACCOUNTING

ACCOUNTING POLICY

We administer a rebate program through which we receive rebates and administrative fees from pharmaceutical manufacturers. The portion of rebates payable to clients is estimated based on historical and/or anticipated sharing

percentages. These estimates are adjusted to actual when amounts are paid to clients.

FACTORS AFFECTING ESTIMATE

The factors that could impact our estimates of rebates, rebates receivable and rebates payable are as follows:

- Differences between estimated aggregate allocation percentages and actual rebate allocation percentages calculated on a client-by-client basis;
- Drug patent expirations; and
- Changes in drug utilization patterns.

Historically, adjustments to our original estimates have been relatively immaterial.

ALLOWANCE FOR DOUBTFUL ACCOUNTS

ACCOUNTING POLICY

We provide an allowance for doubtful accounts equal to estimated uncollectible receivables. This estimate is based on the current status of each customer's receivable balance.

FACTORS AFFECTING ESTIMATE

We record allowances for doubtful accounts based on a variety of factors including the length of time the receivables are past due, the financial health of the customer and historical experience. Our estimate could be impacted by changes in economic and market conditions as well as changes to our customers' financial condition.

SELF-INSURANCE RESERVES

ACCOUNTING POLICY

We accrue self-insurance reserves based upon estimates of the aggregate liability of claim costs in excess of our insurance coverage which are probable and estimable. Reserves are estimated using certain actuarial assumptions followed in the insurance industry and our historical experience. The majority of these claims are legal claims and our liability estimate is primarily related to the cost to defend these claims. We do not accrue for settlements, judgments, monetary fines or penalties until such amounts are probable and estimable, in compliance with Financial Accounting Standard ("FAS") No. 5, "Accounting for Contingencies." Under FAS 5, if the range of possible loss is broad, and no amount within the range is more likely than any other, the liability accrual is based on the lower end of the range.

FACTORS AFFECTING ESTIMATE

Self-insurance reserves are based on management's estimates of the costs to defend legal claims. We do not have significant experience with certain of these types of cases. As such, differences between actual costs and management's estimates could be significant. Actuaries do not have a significant history with the PBM industry. Therefore, changes to assumptions used in the development of these reserves can affect net income in a given period. In addition, changes in the legal environment and the number and nature of claims could impact our estimate.

ASSET IMPAIRMENT

ACCOUNTING POLICY

FAS 142, "Goodwill and Other Intangible Assets," requires that goodwill and certain intangible assets with indefinite useful lives be subject to an impairment test performed on an annual basis or whenever events or circumstances indicate impairment may have occurred. We perform our annual impairment tests in the fourth quarter of each fiscal year. We evaluate goodwill separately for the U.S. PBM operations, Canadian PBM operations and the SAAS reporting unit. No such impairment existed at December 31, 2006 or 2005. In addition, we evaluate whether events and circumstances have occurred that indicate the remaining estimated useful life of other long lived assets, including intangible assets, may warrant revision or the remaining balance of an asset may not be recoverable.

FACTORS AFFECTING ESTIMATE

The measurement of possible impairment is based on the ability to recover the balance of assets from expected

future operating cash flows on an undiscounted basis. Impairment losses, if any, would be determined based on the present value of the cash flows using discount rates that reflect the inherent risk of the underlying business. Assessment of impairment requires assumptions about discount rates, inflation rates and earnings growth rates and could be impacted by other internal factors and external economic conditions.

OTHER ACCOUNTING POLICIES

We consider the following information about revenue recognition policies important for an understanding of our results of operations:

- Revenues from dispensing prescriptions from our home delivery pharmacies are recorded when prescriptions are shipped. These revenues include the co-payment received from members of the health plans we serve.
- Revenues from the sale of prescription drugs by retail pharmacies are recognized when the claim is processed. We do not include member co-payments to retail pharmacies in revenue or cost of revenue.
- When we independently have a contractual obligation to pay our network pharmacy providers for benefits provided to our clients' member, we act as a principal in the arrangement and we include the total payments we have contracted to receive from these clients as revenue and the total payments we make to the network pharmacy providers as cost of revenue.
- When we merely administer a client's network pharmacy contracts to which we are not a party and under which we do not assume credit risk, we earn an administrative fee for collecting payments from the client and remitting the corresponding amount to the pharmacies in the client's network. In these transactions, drug ingredient cost is not included in our revenues or in our cost of revenues.
- Gross rebates and administrative fees earned for the administration of our rebate programs, performed in conjunction with claim processing services provided to clients, are recorded as a reduction of cost of revenue and the portion of the rebate payable to customers is treated as a reduction of revenue.
- When we earn rebates and administrative fees in conjunction with formulary management services, but do not process the underlying claims, we record rebates received from manufacturers, net of the portion payable to customers, in revenue.
- We distribute pharmaceuticals in connection with our management of patient assistance programs and earn a fee from the manufacturer for administrative and pharmacy services for the delivery of certain drugs free of charge to doctors for their low income patients.
- We earn a fee for the distribution of consigned pharmaceuticals requiring special handling or packaging where we have been selected by the pharmaceutical manufacturer as part of a limited distribution network.
- Discounts and contractual allowances related to our SAAS revenues are estimated based on historical collections over a recent period for the sales that are recorded at gross amounts. The percentage is applied to the applicable accounts receivable balance that contains gross amounts for each period. Any differences between the estimates and actual collections are reflected in operations in the year payment is received. Differences may result in the amount and timing of revenues for any period if actual performance varies from estimates. Allowances for returns are estimated based on historical return trends.
- Specialty revenues earned by our SAAS segment are recognized at the point of shipment. At the time of shipment, the Company has performed substantially all of its obligations under its customer contracts and does not experience a significant level of reshipments.
- SAAS product revenues include revenues earned through the distribution of specialty drugs to clients as well as supplies provided through the distribution business, as well as administering sample card programs for certain manufacturers. We include ingredient cost of those drug samples dispensed from retail pharmacies in our SAAS revenues and the associated costs for these sample card programs in cost of revenues.
- SAAS service revenues include revenues earned through providing reimbursement solutions and product support to pharmaceutical manufacturers, biotechnology companies, and medical device companies, revenues derived from our group purchasing organization, and administrative fees for the verification of practitioner licensure and the distribution of consigned drug samples to doctors based on orders received from pharmaceutical sales representatives.

RESULTS OF OPERATIONS

We maintain a PBM segment, consisting of our domestic and Canadian PBM operations, and a SAAS segment, which consists of our specialty operations of CuraScript and our Specialty Distribution Services (“SDS”) and Phoenix Marking Group LLC (“PMG”) service lines. Prior to the third quarter of 2006, SDS and PMG were included in a separate Pharma Business Solutions (“PBS”) segment. During the third quarter of 2006, the operations of the Specialty business and the PBS unit were combined in order to capture the natural synergies between these two businesses, which share common products and customers. Accordingly, these two businesses are now combined into one reporting segment labeled SAAS. Prior period data has been reclassified to reflect the change in our operating and reporting segment. We have reclassified certain amounts deemed immaterial between PBM revenue and PBM cost of revenue. There is no effect on consolidated gross profit.

PBM OPERATING INCOME

<i>(in millions)</i>	Year Ended December 31,				
	2006	<i>Increase/ (Decrease)</i>	2005	<i>Increase/ (Decrease)</i>	2004
Product revenue					
Network revenues	\$ 8,797.4	(4.0%)	\$ 9,164.7	(2.4%)	\$ 9,387.3
Home delivery revenues	5,166.0	3.0%	5,014.7	5.1%	4,770.9
Service revenues	163.0	7.1%	152.2	51.1%	100.7
Total PBM revenues	14,126.4	(1.4%)	14,331.6	0.5%	14,258.9
Cost of PBM revenues	12,870.5	(3.2%)	13,292.8	(0.9%)	13,410.3
PBM gross profit	1,255.9	20.9%	1,038.8	22.4%	848.6
PBM SG&A expenses	511.5	7.2%	477.0	16.3%	410.0
PBM operating income	\$ 744.4	32.5%	\$ 561.8	28.1%	\$ 438.6
Total adjusted PBM Claims ⁽¹⁾	513.9	(7.9%)	557.9	8.7%	513.1

- (1) PBM adjusted claims represent network claims plus mail claims, which are multiplied by 3, as mail claims are typically 90 day claims and network claims are generally 30 day claims.

Network claims decreased by 47.0 million, or 10.7%, in 2006 from 2005. These decreases are primarily due to the loss of lives resulting from the attrition of several clients, including the shift to the government funded benefit, Medicare Part D. Total home delivery claims increased by 1.0 million claims, or 2.5% in 2006 over 2005, primarily due to the increased usage of our home delivery pharmacies by members of new and existing clients. These increases were mostly offset by the client attrition as described above. On an adjusted basis, total PBM claims decreased 7.9% in 2006 from 2005, and increased 8.7% in 2005 over 2004.

PBM RESULTS OF OPERATIONS FOR THE YEAR ENDED DECEMBER 31, 2006 vs. 2005

Network pharmacy revenues decreased \$367.3 million, or 4.0%, in 2006 from 2005. There are two primary components to our change in network revenues, changes in volume and changes in price. Approximately \$985.1 million of the decrease in network pharmacy revenues is attributable to lower claim volumes, as described above.

Two factors affect changes in price: inflation and the mix of the prescriptions processed at network pharmacies. Average revenue per network claim increased 7.5% in 2006 from 2005 as a result of inflation and a significant reduction in claim volume from members participating in discount card programs with 100% co-payments who transitioned to Medicare Part D programs. For these discount programs, we do not include member co-payments to retail pharmacies in revenue or cost of revenue, and as such, only report administrative fees as revenues. A reduction of these lower revenue claims from last year results in a higher average revenue per network claim this year. Additionally, our generic penetration rate affects our average revenue per network claim. As our penetration rate has increased to 59.1% of total network claims in 2006 as compared to 55.4% in 2005, it offsets the

upward trend in price caused by inflation as generic drugs are less expensive than brand drugs.

The \$151.3 million, or 3.0%, increase in home delivery revenues in 2006 over 2005 is primarily attributable to higher claim volumes, which accounted for an increase in revenues of approximately \$124.3 million. This is primarily due to the increased usage of our home delivery pharmacies by members of new and existing clients, as described above.

Average revenue per home delivery claim increased 0.5% in 2006 from 2005, primarily due to inflation and a significant reduction in claim volume from members participating in discount programs with 100% co-payments who transitioned to Medicare Part D programs, as described above. Partially offsetting this increase is our generic penetration rate which affects our average revenue per home delivery claim. Our penetration rate has increased to 45.7% of total home delivery claims in 2006 as compared to 43.6% in 2005. Our home delivery generic fill rate is lower than the retail generic fill rate as fewer generic substitutions are available among maintenance medications (e.g. therapies for chronic conditions) commonly dispensed from home delivery pharmacies compared to acute medications that are dispensed primarily by pharmacies in our retail networks.

PBM service revenues include amounts received from clients for therapy management services such as prior authorization and step therapy protocols and administrative fees earned for processing claims for clients utilizing their own retail pharmacy networks. PBM service revenues increased \$10.8 million, or 7.1%, in 2006 over 2005 primarily due to growth in our Canadian PBM and growth in our Step Therapy Programs, which help our clients save money by focusing the use of medications according to clinically developed algorithms.

Cost of PBM revenues decreased \$422.3 million, or 3.2% in 2006 from 2005 as a result of the 7.9% decrease in adjusted claims volume, as well as better management of ingredient costs resulting from renegotiation of certain supplier contracts. Offsetting these decreases was an increase in the cost of revenue per adjusted claim in 2006 of 5.1%, primarily from ingredient cost inflation and a significant reduction of 100% co-payment claims as discussed above.

Our PBM gross profit increased \$217.1 million, or 20.9%, in 2006 over 2005. This mainly resulted from client cost savings from the increase in the aggregate generic fill rate, better management of ingredient costs resulting from renegotiation of certain supplier contracts and higher home delivery volumes. The increase in gross profit related to the aggregate generic fill rate was partially offset by lower net rebates received from pharmaceutical manufacturers, net of amounts we share with our clients.

Selling, general and administrative expense ("SG&A") for our PBM segment increased \$34.5 million, or 7.2%, in 2006 as compared to 2005 primarily as a result of the following factors:

- Stock option expense of \$20.3 million recognized in 2006 due to the implementation of FAS 123R, "Share-Based Payment".
- Increased spending of \$22.5 million in 2006 over the same periods of 2005, on costs to improve the operation and the administrative functions supporting the management of the pharmacy benefit.
- Partially offsetting the increases noted above, prior year SG&A included bad debt expense of approximately \$8.9 million, primarily relating to an increase in the allowance for receivables from our clients' members.

PBM operating income increased \$182.6 million, or 32.5%, in 2006 over 2005, based on the various factors described above.

PBM RESULTS OF OPERATIONS FOR THE YEAR ENDED DECEMBER 31, 2005 vs. 2004

Network pharmacy revenues decreased \$222.6 million, or 2.4%, from 2004 to 2005, primarily due to the following factors:

- Network pharmacy revenues decreased \$366.3 million from 2004 to 2005 as a result of a higher mix of lower-cost generic claims and a 2.5% increase in the average co-payment per retail pharmacy claim.

Generic claims made up 55.4% of total network claims processed during 2005 as compared to 51.9% during 2004. We do not include member co-payments to retail pharmacies in revenue or cost of revenue.

- These factors were partially offset by an increase in pharmacy claims, resulting in a \$143.7 million increase in network pharmacy revenues as compared to 2004.

The \$243.8 million, or 5.1%, increase in home delivery pharmacy revenues in 2005 over 2004 is attributable to the following factors:

- We processed an additional 2.1 million claims in 2005 over 2004, resulting in a \$250.7 million increase in home delivery pharmacy revenues. The increase in home delivery volume is primarily due to the increased usage of our home delivery pharmacies by members of existing clients.
- A decrease in the average home delivery revenue per claim reduced home delivery pharmacy revenues by \$6.9 million in 2005 from 2004. The decrease in average home delivery revenue per claim is primarily due to a higher mix of generic claims. Our generic fill rate increased to 43.6% in 2005 from 40.5% in 2004.

PBM service revenues increased \$51.5 million, or 51.1%, in 2005 over 2004 primarily due to the implementation of the DOD TRICARE retail program in June 2004.

PBM cost of revenues decreased \$117.5 million, or 0.9%, from 2004 to 2005 as a result of the following:

- Net decreases in the average cost per claim and a higher mix of generic claims decreased cost of revenues by approximately \$369.3 million from 2004 to 2005. The decrease in average cost per claim is due principally to reductions in our acquisition cost for retail pharmacy services and home delivery inventory.
- These decreases were partially offset by the increases in network and home delivery claims volume resulting in higher PBM cost of revenues of \$251.5 million as compared to the same periods of 2004.

Our PBM gross profit increased \$190.2 million, or 22.4%, in 2005 over 2004. As mentioned above, this mainly resulted from client cost savings from the increase in the aggregate generic fill rate, better management of ingredient costs resulting from renegotiation of certain supplier contracts and higher home delivery volumes.

SG&A for our PBM segment increased \$67.0 million, or 16.3%, in 2005 as compared to 2004 primarily as a result of the following factors:

- Increased spending of \$55.8 million from 2004 to 2005 on costs to improve the operation and the administrative functions supporting the management of the pharmacy benefit, primarily through increased management incentive compensation.
- Increased spending related to Medicare Part D, including costs to develop the capabilities necessary to support our PDP clients.
- Increased spending on infrastructure primarily due to the development of a new Patient Care Contact Center in Pueblo, Colorado in 2005.
- Bad debt expense increased \$7.6 million from 2005 from 2004, related to an increase in the allowance for receivables from our clients' members.
- Partially offsetting the increases noted above, prior year SG&A included a \$25.0 million charge recorded in the third quarter to increase legal reserves and a \$12.0 million increase in the PCA loss reserve recorded in December 2004 against the unsecured borrowings by PCA under the line of credit we extended (see "—Liquidity and Capital Resources").

PBM operating income increased \$123.2 million, or 28.1%, in 2005 over 2004, based on the various factors described above.

SAAS OPERATING INCOME

<i>(in millions)</i>	Year Ended December 31,				
	2006	<i>Increase/ (Decrease)</i>	2005⁽¹⁾	<i>Increase</i>	2004⁽²⁾
Product revenues	\$ 3,401.0	96.0%	\$ 1,735.5	132.0%	\$ 748.1
Service revenues	132.6	(8.5%)	144.9	34.5%	107.7
Total SAAS revenues	3,533.6	87.9%	1,880.4	119.7%	855.8
Cost of SAAS revenues	3,292.5	91.4%	1,720.0	126.3%	760.2
SAAS gross profit	241.1	50.3%	160.4	67.8%	95.6
SAAS SG&A expenses	161.4	104.0%	79.1	92.0%	41.2
SAAS operating income	\$ 79.7	(2.0%)	\$ 81.3	49.4%	\$ 54.4

(1) Includes the acquisition of Priority effective October 14, 2005.

(2) Includes the acquisition of CuraScript effective January 30, 2004.

As noted above, we combined our PBS segment, consisting of our PMG and SDS service lines, with our Specialty segment and formed a SAAS segment in the third quarter of 2006.

SAAS RESULTS OF OPERATIONS FOR THE YEAR ENDED DECEMBER 31, 2006 vs. 2005

The acquisition of Priority in October 2005 is a primary driver of the increases in SAAS revenues, SAAS cost of revenues, and SAAS gross profit in 2006 over 2005. Partially offsetting the increases resulting from the acquisition of Priority, the operating income from our Patient Assistance Programs (“PAP”) decreased \$20.6 million in 2006 from 2005. This is mainly due to fewer PAP shipments and other activities as patients have left our system and shifted to the Medicare Part D program.

Other factors that impacted SAAS results of operations in 2006 from 2005:

- A lower mix of higher margin therapies.
- General increases in distribution cost of sales as a result of a change in wholesale vendor. The new contract offers the possibility of better discounts based on a tiered pricing structure.
- Additional decreases in distribution gross margins due to changes in pricing offered by a manufacturer of certain oncology drugs.

SG&A for our SAAS segment increased \$82.3 million, or 104.0%, in 2006 over 2005 primarily due to the acquisition of Priority, and related integration costs. In addition, we incurred a one-time charge to bad debt expense of \$4.0 million in the third quarter of 2006 relating to the legacy Priority business.

SAAS operating income slightly decreased \$1.6 million, or 2.0%, in 2006 from 2005 based on the factors described above. We believe we are well positioned to capitalize on the growth opportunities inherent in the specialty marketplace.

SAAS RESULTS OF OPERATIONS FOR THE YEAR ENDED DECEMBER 31, 2005 vs. 2004

SAAS revenues and cost of revenues in 2005 increased by 119.7% and 126.3% over 2004, respectively, while SAAS gross profit increased by \$64.8 million, or 67.8%, in 2005 over 2004. Additional increases resulted from increased utilization of our specialty pharmacies by the PBM book of business, and a \$12.0 million improvement in gross profits primarily due to the start up of new eligibility and service programs during 2005.

SG&A for our SAAS segment increased \$37.9 million, or 92.0%, in 2005 as compared to 2004. The increase in SG&A in 2005 over 2004 is primarily due to the acquisition of Priority. Additional increases were due to overall growth in the legacy CuraScript business, increased sales expenses in our legacy PBS business and higher marketing expenditures related to the RxOutreach program.

SAAS operating income increased \$26.9 million, or 49.4%, in 2005 over 2004 as a result of the various factors described above.

OTHER (EXPENSE) INCOME, NET

Net interest expense increased \$56.0 million, or 215.4%, in 2006 as compared to 2005, resulting from the refinancing of our entire credit facility during the fourth quarter of 2005 and additional borrowings under our revolver (see “—Bank Credit Facility”).

Net interest expense decreased \$11.9 million, or 31.4%, in 2005 as compared to 2004. This was the net effect of several factors. In 2004, we redeemed our \$250.0 million Senior Notes, and as a result, we recorded a \$12.3 million charge to interest expense for the redemption premium and the write-off of deferred financing fees. In addition, we wrote-off \$3.6 million in deferred financing fees as a result of refinancing our entire credit facility during the first quarter of 2004. These increases in 2004 interest expense were offset by the October 2005 refinancing of our entire credit facility with a new \$2.2 billion credit facility which includes \$1.6 billion of Term A loans and a \$600.0 million revolving credit facility. As a result, we wrote-off \$3.8 million in deferred financing fees in the fourth quarter of 2005.

PROVISION FOR INCOME TAXES

Our effective tax rate increased to 35.9% for the year ended December 31, 2006, as compared to 34.9% for the year ended December 31, 2005. Our 2005 effective rate includes the impact of both non-recurring and recurring net tax benefits of approximately \$20.0 million resulting primarily from changes in the apportionment of our income for state income tax purposes as well as the recognition of expected state tax benefits associated with prior year subsidiary losses and credits. Our 2006 effective rate reflects non-recurring net tax benefits of \$7.3 million mainly related to the impact of changes in state effective rates on deferred tax assets and liabilities.

Our effective tax rate decreased to 34.9% for the year ended December 31, 2005, as compared to 38.3% for the year ended December 31, 2004. The decrease in our effective tax rate reflects the net tax benefits discussed above.

NET INCOME AND EARNINGS PER SHARE

Net income increased \$74.3 million, or 18.6%, for the year ended December 31, 2006 over 2005 and increased \$121.9 million, or 43.8% for the year ended December 31, 2005 over 2004.

Basic and diluted earnings per share increased 24.6% for the year ended December 31, 2006 over 2005 and 49.5% and 49.7%, respectively for the year ended December 31, 2005 over 2004. This increase is primarily due to improved operating results, as well as the decrease in the basic and diluted weighted average number of common shares, relating to the repurchase of 12.0 million and 4.0 million shares in the years ended December 31, 2006 and 2005, respectively (see “—Stock Repurchase Program”).

On May 24, 2005, we announced a two-for-one stock split for stockholders of record on June 10, 2005, effective June 24, 2005. The split was effected in the form of a dividend by issuance of one additional share of common stock for each share of common stock outstanding. The earnings per share and the weighted average number of shares outstanding for basic and diluted earnings per share for each period have been adjusted for the stock split.

LIQUIDITY AND CAPITAL RESOURCES

OPERATING CASH FLOW AND CAPITAL EXPENDITURES

In 2006, net cash provided by operations decreased \$134.3 million to \$658.6 million from \$792.9 million. This decrease is due to several factors:

- The \$104.3 million decrease in claims and rebates payable (which is a use of cash) was only partially offset by a \$16.4 million decrease in accounts receivable (which is a source of cash) resulting in a net \$87.9 million use of cash in 2006. This net decrease is partially due to the timing of collections and disbursements surrounding the end of 2005 which resulted in positive cash flows occurring in the fourth quarter of 2005 instead of 2006. In addition, there was a decrease in claim volume and lower rebates due to certain formulary changes made in 2006. We manage our business to operate with negative net working capital. As a result, when we experience a reduction in claim volume, our negative net working capital position will decline as well, resulting in a use of cash.
- The decrease in other current liabilities in 2006 reduced operating cash flows by approximately \$3.3 million, due to the payout of management incentive bonuses in the first quarter of 2006, and timing of payments to vendors, partially offset by other various increases.
- As a result of the adoption of FAS 123R on January 1, 2006, tax benefits from the exercise of stock options are now classified as financing cash flows, rather than operating cash flows. In 2005, cash flow from operating activities included a cash inflow of \$35.6 million related to tax benefits from the exercise of stock options.
- These decreases were partially offset by increases in earnings and in depreciation and amortization, and other positive changes in certain working capital components. The primary component of the net positive working capital changes was a \$78.7 million decrease in inventory, which is a cash inflow. This was primarily as a result of the consolidation of specialty pharmacies as part of our efforts to integrate our Priority acquisition.

During 2005, net cash provided by operations increased \$296.7 million to \$792.9 million from \$496.2 million in 2004. This increase reflects a \$138.7 million increase from net changes in our working capital components, increased earnings of \$121.9 million, a \$34.3 million increase in non-cash adjustments, and a \$14.3 million increase in depreciation and amortization, partially due to the acquisition of Priority in October 2005. The increase from changes in our working capital components primarily consists of an \$83.9 million increase resulting from the timing of payments to vendors, a \$27.3 million increase due to improved inventory management, and a \$14.9 million increase due to a lower accounts receivable balance. The increase in non-cash adjustments is mainly due to an increase of \$24.7 million related to higher tax benefits from the exercise of employee stock options during 2005 and a \$12.1 million increase in bad debt expense, offset by a decrease of \$0.8 million in deferred taxes. These increases were offset by a \$12.0 million increase in 2004 as a result of establishing our PCA loss reserve.

As a percent of accounts receivable, our allowance for doubtful accounts was 5.7% and 4.0% at December 31, 2006 and 2005, respectively. This increase is primarily due to a one-time adjustment to the allowance for doubtful accounts in our SAAS segment in the third quarter of 2006, specifically related to the legacy Priority business. The majority of this adjustment resulted in an increase of goodwill as the allowance related to pre-acquisition accounts receivable.

Our capital expenditures increased \$7.0 million, or 11.7%, in 2006 as compared to 2005, increased \$8.3 million, or 16.1%, in 2005 as compared to 2004. We intend to continue to invest in technology that we believe will provide efficiencies in operations and facilitate growth and enhance the service we provide to our clients. We expect future anticipated capital expenditures will be funded primarily from operating cash flow or, to the extent necessary, with borrowings under our revolving credit facility, discussed below.

Our Patient Care Contact Center in Pueblo, Colorado, was completed during the fourth quarter of 2005. Total 2005 expenditures for the project were approximately \$12.5 million, of which approximately \$5.5 million was expensed and approximately \$7.0 million was capitalized. Of the \$7.0 million that was capitalized for the project, approximately \$5.5 million was reimbursed by the city of Pueblo and state of Colorado.

STOCK REPURCHASE PROGRAM

We have a stock repurchase program, originally announced on October 25, 1996. In May 2006, our Board of Directors authorized a 10.0 million share increase to the existing 38.0 million share repurchase program. In February 2007, our Board of Directors authorized an increase in the program such that subsequent to the resolution, we are authorized to repurchase up to \$1.0 billion worth of shares or 14.1 million shares, whichever occurs first. There is no limit on the duration of the program. Additional share repurchases, if any, will be made in such amounts and at such times as we deem appropriate based upon prevailing market and business conditions, subject to restrictions on the amount of stock repurchases contained in our bank credit facility. In the event that we are not successful in our bid to acquire Caremark (see—"Recent Developments"), we expect to repurchase up to \$1.0 billion of shares as soon as practicable.

ACQUISITIONS AND RELATED TRANSACTIONS

On October 14, 2005, we acquired the capital stock of Priority in a cash transaction for \$28 per share, or approximately \$1.3 billion. The acquisition was accomplished through the merger of one of our wholly-owned subsidiaries with and into Priority. Priority, headquartered in Lake Mary, Florida, is among the nation's largest Specialty and distribution companies, with approximately \$1.7 billion in annual revenue during 2004 and approximately \$1.1 billion in revenue for the six months ended July 2, 2005. The \$1.3 billion purchase price was financed with approximately \$167.0 million of cash on hand and the remainder by adding \$1.6 billion in Term A loans through a new credit facility which replaced our prior credit facility. As a result of this refinancing, we wrote-off approximately \$3.8 million in deferred financing fees relating to our prior credit facility in the fourth quarter of 2005.

Aetna Specialty Pharmacy, a joint venture existing between Priority and Aetna, Inc. ("Aetna"), was 60% owned by Priority and 40% by Aetna. Upon a change in control of Priority, the joint venture agreement provided Aetna with an option to purchase Priority's 60% ownership share of the joint venture. Aetna exercised its option and on December 30, 2005 purchased Priority's 60% ownership share of Aetna Specialty Pharmacy. The gain on the assets sold, which was not material, reduced the amount of goodwill we recorded through the Priority acquisition.

On January 30, 2004, we purchased the capital stock of CuraScript for a purchase price of approximately \$333.4 million. CuraScript is one of the nation's largest Specialty services companies, serving over 175 managed care organizations, 30 Medicaid programs and the Medicare program, and operating seven Specialty pharmacies throughout the United States.

The CuraScript and Priority acquisitions have enhanced our ability to provide comprehensive clinical services in many disease states.

We regularly review potential acquisitions and affiliation opportunities. We believe available cash resources, bank financing or the issuance of additional common stock could be used to finance future acquisitions or affiliations. There can be no assurance we will make new acquisitions or establish new affiliations in 2007 or thereafter.

BANK CREDIT FACILITY

In October 2005, we refinanced our entire credit facility with a \$2.2 billion credit facility which includes \$1.6 billion of Term A loans and a \$600.0 million revolving credit facility. The revolving credit facility (\$50.0 million of which was outstanding as of December 31, 2006) is available for general corporate purposes. During the fourth quarter of 2006, we made scheduled payments of \$30.0 million on our Term A loan and net payments of \$150.0 million under our revolving credit facility.

Our credit facility requires us to pay interest periodically on the London Interbank Offered Rates ("LIBOR") or base rate options, plus a margin. The margin over LIBOR will range from 0.50% to 1.125%, depending on our consolidated leverage ratio or our credit rating. Under our credit facility we are required to pay

commitment fees on the unused portion of the \$600.0 million revolving credit facility. The commitment fee will range from 0.10% to 0.25% depending on our consolidated leverage ratio or our credit rating.

At December 31, 2006, the weighted average interest rate on the facility was 6.0%. Our credit facility contains covenants that limit the indebtedness we may incur, the common shares we may repurchase, and dividends we may pay. The repurchase and dividend covenant applies if certain leverage thresholds are exceeded. The covenants also include a minimum interest coverage ratio and a maximum leverage ratio. At December 31, 2006, we were in compliance with all covenants associated with our credit facility.

On December 18, 2006, we executed commitment letters with Credit Suisse Securities (USA) LLC and Citigroup Global Markets Inc., as lead arrangers, and Credit Suisse, Cayman Islands Branch and Citicorp North America, Inc., to provide, subject to certain conditions, senior bank financing of up to \$15.0 billion to acquire the stock of Caremark. If closed, this would replace our current credit facility.

CONTRACTUAL OBLIGATIONS AND COMMERCIAL COMMITMENTS

The following table sets forth our schedule of current maturities of our long-term debt as of December 31, 2006, and future minimum lease payments due under noncancellable operating leases (in millions):

Contractual obligations	Payments Due by Period as of December 31, 2006				
	Total	2007	2008 – 2009	2010 – 2011	After 2012
Long-term debt	\$ 1,450.5	\$ 180.1	\$ 730.1	\$ 540.2	\$ 0.1
Future minimum lease Payments ⁽¹⁾ ⁽²⁾	101.2	26.3	30.5	15.3	29.1
Total contractual cash obligations	\$ 1,551.7	\$ 206.4	\$ 760.6	\$ 555.5	\$ 29.2

- (1) In July 2004, we entered into a capital lease with the Camden County Joint Development Authority in association with the development of our Patient Care Contact Center in St. Marys, Georgia. At December 31, 2006, our lease obligation is \$13.5 million. In accordance with Financial Accounting Standards Board (“FASB”) Interpretation Number 39, “Offsetting of Amounts Related to Certain Contracts” (“FIN 39”), our lease obligation has been offset against \$13.5 million of industrial revenue bonds issued to us by the Camden County Joint Development Authority.
- (2) This table does not reflect a lease agreement we signed during 2005 for a new corporate headquarters. The building is in the process of being built and we do not anticipate taking possession until the first quarter of 2007. The annual lease commitments will begin at approximately \$4.5 million and the term of the lease is ten and a half years.

OTHER MATTERS

In July 2006, the FASB issued FIN 48, “Accounting for Uncertainty in Income Taxes—an Interpretation of FASB Statement No. 109.” This interpretation requires that realization of an uncertain income tax position must be “more likely than not” (i.e., greater than 50% likelihood of receiving a benefit) before it can be recognized in the financial statements. Further, this interpretation prescribes the benefit to be recorded in the financial statements as the amount most likely to be realized assuming a review by tax authorities having all relevant information and applying current conventions. This interpretation also clarifies the financial statement classification of tax-related penalties and interest and sets forth new disclosures regarding unrecognized tax benefits. This interpretation is effective for fiscal years beginning after December 15, 2006, and we will be required to adopt this interpretation in the first quarter of 2007. Based on our evaluation as of December 31, 2006, we do not believe that FIN 48 will have a material impact on our financial statements.

We make available through our website (www.express-scripts.com), access to our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, all amendments to those reports (when applicable), and other filings with the SEC. Such access is free of charge and is available as soon as reasonably practicable after such information is filed with the SEC. In addition, the SEC maintains an internet site (www.sec.gov) containing reports, proxy and information statements, and other information regarding issuers filing electronically with the SEC (which includes us). Information included on our website is not part of this annual report.

IMPACT OF INFLATION

Changes in prices charged by manufacturers and wholesalers for pharmaceuticals affect our revenues and cost of revenues. Most of our contracts provide that we bill clients based on a generally recognized price index for pharmaceuticals.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk.

We are exposed to market risk from changes in interest rates related to debt outstanding under our credit facility. Our earnings are subject to change as a result of movements in market interest rates. At December 31, 2006, we had \$1,319.5 million of obligations, net of cash, which were subject to variable rates of interest under our credit facility. A hypothetical increase in interest rates of 1% would result in an increase in annual interest expense of approximately \$13.2 million (pre-tax), presuming that obligations subject to variable interest rates remained constant.

Item 8 — Consolidated Financial Statements and Supplementary Data**Report of Independent Registered Public Accounting Firm**

To the Board of Directors and Stockholders of Express Scripts, Inc.:

We have completed integrated audits of Express Scripts, Inc.'s consolidated financial statements and of its internal control over financial reporting as of December 31, 2006, in accordance with the standards of the Public Company Accounting Oversight Board (United States). Our opinions, based on our audits, are presented below.

Consolidated financial statements and financial statement schedule

In our opinion, the consolidated financial statements listed in the index appearing under Item 15(a)(1) present fairly, in all material respects, the financial position of Express Scripts, Inc. and its subsidiaries at December 31, 2006 and 2005, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2006 in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule listed in the index appearing under Item 15(a)(2) presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. These financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and financial statement schedule based on our audits. We conducted our audits of these statements in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

As discussed in Note 1 to the consolidated financial statements, the Company changed the manner in which it accounts for stock-based compensation for the year ended December 31, 2006.

Internal control over financial reporting

Also, in our opinion, management's assessment, included in Management's Report on Internal Control Over Financial Reporting appearing under Item 9A, that the Company maintained effective internal control over financial reporting as of December 31, 2006 based on criteria established in Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), is fairly stated, in all material respects, based on those criteria. Furthermore, in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2006, based on criteria established in Internal Control - Integrated Framework issued by the COSO. The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting. Our responsibility is to express opinions on management's assessment and on the effectiveness of the Company's internal control over financial reporting based on our audit. We conducted our audit of internal control over financial reporting in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. An audit of internal control over financial reporting includes obtaining an understanding of internal control over financial reporting, evaluating management's assessment, testing and evaluating the design and operating effectiveness of internal control, and performing such other procedures as we consider necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance

regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PricewaterhouseCoopersLLP
St. Louis, Missouri
February 8, 2007

EXPRESS SCRIPTS, INC.
CONSOLIDATED BALANCE SHEET

<i>(in millions, except share data)</i>	December 31,	
	2006	2005
Assets		
Current assets:		
Cash and cash equivalents	\$ 131.0	\$ 477.9
Receivables, net	1,334.4	1,393.2
Inventories	194.6	273.4
Deferred taxes	90.9	53.1
Prepaid expenses and other current assets	21.2	59.8
Total current assets	1,772.1	2,257.4
Property and equipment, net	201.4	201.3
Goodwill	2,686.0	2,700.1
Other intangible assets, net	378.4	303.3
Other assets	70.2	31.4
Total assets	<u>\$ 5,108.1</u>	<u>\$ 5,493.5</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Claims and rebates payable	\$ 1,275.7	\$ 1,380.0
Accounts payable	583.4	596.5
Accrued expenses	390.2	308.7
Current maturities of long-term debt	180.1	110.0
Total current liabilities	2,429.4	2,395.2
Long-term debt	1,270.4	1,400.5
Other liabilities	283.4	233.0
Total liabilities	<u>3,983.2</u>	<u>4,028.7</u>
Commitments and Contingencies (Note 8)		
Stockholders' equity:		
Preferred stock, \$0.01 par value, 5,000,000 shares authorized, and no shares issued and outstanding	-	-
Common Stock, 650,000,000 and 275,000,000 shares authorized, respectively, \$0.01 par value; shares issued: 159,442,000 and 159,499,000, respectively; shares outstanding: 135,650,000 and 145,993,000, respectively	1.6	1.6
Additional paid-in capital	495.3	473.5
Unearned compensation under employee compensation plans	-	(5.8)
Accumulated other comprehensive income	11.9	9.8
Retained earnings	2,017.3	1,542.9
	2,526.1	2,022.0
Common Stock in treasury at cost, 23,792,000 and 13,506,000 shares, respectively	(1,401.2)	(557.2)
Total stockholders' equity	<u>1,124.9</u>	<u>1,464.8</u>
Total liabilities and stockholders' equity	<u>\$ 5,108.1</u>	<u>\$ 5,493.5</u>

See accompanying Notes to Consolidated Financial Statements

EXPRESS SCRIPTS, INC.
CONSOLIDATED STATEMENT OF OPERATIONS

<i>(in millions, except per share data)</i>	Year Ended December 31,		
	2006	2005	2004
Revenues ¹	\$ 17,660.0	\$ 16,212.0	\$ 15,114.7
Cost of revenues ¹	16,163.0	15,012.8	14,170.5
Gross profit	1,497.0	1,199.2	944.2
Selling, general and administrative	672.9	556.1	451.2
Operating income	824.1	643.1	493.0
Other income (expense):			
Interest income	13.7	11.2	3.8
Interest expense	(95.7)	(37.2)	(41.7)
Undistributed loss from joint venture	(1.6)	(2.4)	(4.5)
	(83.6)	(28.4)	(42.4)
Income before income taxes	740.5	614.7	450.6
Provision for income taxes	266.1	214.6	172.4
Net income	\$ 474.4	\$ 400.1	\$ 278.2
Basic earnings per share:	\$ 3.39	\$ 2.72	\$ 1.82
Weighted average number of common shares outstanding during the period - Basic EPS	139.8	146.8	152.8
Diluted earnings per share:	\$ 3.34	\$ 2.68	\$ 1.79
Weighted average number of common shares outstanding during the period - Diluted EPS	142.0	149.5	155.0

¹ Excludes estimated retail pharmacy co-payments of \$4,175.3, \$5,821.8 and \$5,545.9 for the years ended December 31, 2006, 2005, and 2004, respectively. These are amounts we instructed retail pharmacies to collect from members. We have no information regarding actual co-payments collected.

See accompanying Notes to Consolidated Financial Statements

EXPRESS SCRIPTS, INC.**CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY**

	Number of Shares	Amount						
		Common Stock	Additional Paid-in Capital	Unearned Compensation Under Employee Compensation Plans	Accumulated Other Comprehensive Income	Retained Earnings	Treasury Stock	Total
<i>(in millions)</i>								
Balance at December 31, 2003	79.8	\$ 0.8	\$ 484.7	\$ (23.3)	\$ 3.6	\$ 864.6	\$ (136.4)	\$ 1,194.0
Comprehensive income:								
Net income	-	-	-	-	-	278.2	-	278.2
Other comprehensive income,								
Foreign currency translation adjustment	-	-	-	-	3.3	-	-	3.3
Realized and unrealized losses on derivative financial instruments; net of taxes	-	-	-	-	1.3	-	-	1.3
Comprehensive income	-	-	-	-	4.6	278.2	-	282.8
Treasury stock acquired	-	-	-	-	-	-	(336.4)	(336.4)
Common stock issued under employee plans, net of forfeitures and stock redeemed for taxes	-	-	0.5	(6.7)	-	-	9.4	3.2
Amortization of unearned compensation under employee plans	-	-	-	11.8	-	-	-	11.8
Exercise of stock options	-	-	(30.2)	-	-	-	58.6	28.4
Exercise of stock warrants	-	-	1.5	-	-	-	-	1.5
Tax benefit relating to employee stock compensation	-	-	10.9	-	-	-	-	10.9
Balance at December 31, 2004	79.8	0.8	467.4	(18.2)	8.2	1,142.8	(404.8)	1,196.2
Comprehensive income:								
Net income	-	-	-	-	-	400.1	-	400.1
Other comprehensive income,								
Foreign currency translation adjustment	-	-	-	-	1.6	-	-	1.6
Comprehensive income	-	-	-	-	1.6	400.1	-	401.7
Stock split in form of dividend	79.7	0.8	(0.8)	-	-	-	-	-
Treasury stock acquired	-	-	-	-	-	-	(220.4)	(220.4)
Common stock issued under employee plans, net of forfeitures and stock redeemed for taxes	-	-	(3.4)	0.9	-	-	0.9	(1.6)
Amortization of unearned compensation under employee plans	-	-	-	11.5	-	-	-	11.5
Exercise of stock options	-	-	(25.3)	-	-	-	67.1	41.8
Tax benefit relating to employee stock compensation	-	-	35.6	-	-	-	-	35.6
Balance at December 31, 2005	159.5	1.6	473.5	(5.8)	9.8	1,542.9	(557.2)	1,464.8
Comprehensive income:								
Net income	-	-	-	-	-	474.4	-	474.4
Other comprehensive income,								
Foreign currency translation adjustment	-	-	-	-	0.1	-	-	0.1
Realized and unrealized gain on available for sale securities; net of taxes	-	-	-	-	2.0	-	-	2.0
Comprehensive income	-	-	-	-	2.1	474.4	-	476.5
Reclassification of unearned compensation upon adoption of FAS 123R	-	-	(5.8)	5.8	-	-	-	-
Treasury stock acquired	-	-	-	-	-	-	(906.8)	(906.8)
Common stock issued under employee plans, net of forfeitures and stock redeemed for taxes	(0.1)	-	(7.5)	-	-	-	5.6	(1.9)
Amortization of unearned compensation under employee plans	-	-	27.6	-	-	-	-	27.6
Exercise of stock options	-	-	(22.9)	-	-	-	57.2	34.3
Tax benefit relating to employee stock compensation	-	-	30.4	-	-	-	-	30.4
Balance at December 31, 2006	159.4	\$ 1.6	\$ 495.3	\$ -	\$ 11.9	\$ 2,017.3	\$ (1,401.2)	\$ 1,124.9

See accompanying Notes to Consolidated Financial Statements

EXPRESS SCRIPTS, INC.
CONSOLIDATED STATEMENT OF CASH FLOWS

(in millions)	Year Ended December 31,		
	2006	2005	2004
Cash flows from operating activities:			
Net income	\$ 474.4	\$ 400.1	\$ 278.2
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	101.0	84.4	70.1
Deferred income taxes	7.9	18.3	19.1
Bad debt expense	17.7	18.3	6.2
Tax benefit relating to employee stock-based compensation	-	35.6	10.9
Employee stock-based compensation expense	27.6	11.5	11.8
PCA loss reserve	-	-	12.0
Other, net	(0.1)	5.1	7.0
Changes in operating assets and liabilities, net of changes resulting from acquisitions:			
Receivables	16.4	5.8	(9.1)
Inventories	78.7	(5.0)	(32.3)
Other current and non-current assets	42.6	6.0	(6.7)
Claims and rebates payable	(104.3)	143.2	91.0
Other current and non-current liabilities	(3.3)	69.6	38.0
Net cash provided by operating activities	658.6	792.9	496.2
Cash flows from investing activities:			
Purchases of property and equipment	(66.8)	(59.8)	(51.5)
Acquisitions, net of cash acquired, and investment in joint venture	0.1	(1,310.6)	(331.6)
Purchase of marketable securities	(31.5)	(0.3)	0.1
Repayment from (loan to) Pharmacy Care Alliance	1.0	2.2	(14.0)
Other	(3.8)	(0.1)	-
Net cash used in investing activities	(101.0)	(1,368.6)	(397.0)
Cash flows from financing activities:			
Proceeds from long-term debt	-	1,600.0	675.6
Repayment of long-term debt	(110.1)	(473.6)	(746.0)
Proceeds from (repayments of) revolving credit line, net	50.0	(50.0)	50.0
Tax benefit relating to employee stock-based compensation	30.4	-	-
Treasury stock acquired	(906.8)	(220.4)	(336.4)
Deferred financing fees	(0.4)	(9.5)	(6.0)
Net proceeds from employee stock plans	32.2	40.0	31.0
Other	-	0.5	1.4
Net cash (used in) provided by financing activities	(904.7)	887.0	(330.4)
Effect of foreign currency translation adjustment	0.2	0.6	1.2
Net (decrease) increase in cash and cash equivalents	(346.9)	311.9	(230.0)
Cash and cash equivalents at beginning of year	477.9	166.0	396.0
Cash and cash equivalents at end of year	\$ 131.0	\$ 477.9	\$ 166.0
Supplemental data:			
Cash paid during the year for:			
Income tax payments, net of refunds	\$ 192.9	\$ 206.2	\$ 136.0
Interest	96.9	21.7	24.2

See accompanying Notes to Consolidated Financial Statements

EXPRESS SCRIPTS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Summary of significant accounting policies

Organization and operations. We are one of the largest full-service pharmacy benefit management (“PBM”) companies in North America, providing health care management and administration services on behalf of clients that include health maintenance organizations, health insurers, third-party administrators, employers, union-sponsored benefit plans and government health programs. Our integrated PBM services include network claims processing, home delivery pharmacy services, specialty prescription fulfillment, benefit design consultation, drug utilization review, formulary management, disease management and drug data analysis services. We provide specialty services, including patient care and direct specialty home delivery to patients; distribution of infusion drugs to patient homes, physician offices, and infusion centers; distribution of pharmaceuticals and medical supplies to providers and clinics; third party logistics services for contracted pharma clients; fertility services to providers and patients; and bio-pharma services including marketing, reimbursement and customized logistics solutions (“Specialty”). Specialty services do not include the fulfillment of specialty prescriptions at retail pharmacies participating in our networks. These prescriptions are reflected in PBM retail pharmacies participating in our networks. We also provide drug sample fulfillment and sample accountability services.

We report segments on the basis of services offered and have determined we have two reportable segments: PBM and SAAS. Our domestic and Canadian PBM operating segments have similar characteristics and as such have been aggregated into a single PBM reporting segment. Our SAAS segment includes the Specialty operations of CuraScript, Inc. (“CuraScript”), and our Specialty Distribution Services (“SDS”) and Phoenix Marketing Group LLC (“PMG”) service lines. Prior to the third quarter of 2006, SDS and PMG were included in a separate Pharma Business Solutions (“PBS”) segment. During the third quarter of 2006, the operations of the Specialty business and the PBS unit were combined in order to capture the natural synergies between these two businesses, which share common products and customers. Accordingly, these two businesses are now combined into one reporting segment labeled Specialty and Ancillary Services. Prior period data has been reclassified to reflect the change in our operating and reporting segments (see Note 11).

Basis of presentation. The consolidated financial statements include our accounts and those of our wholly-owned subsidiaries. All significant intercompany accounts and transactions have been eliminated. Investments in affiliated companies, 20% to 50% owned, are accounted for under the equity method. The preparation of the consolidated financial statements conforms to generally accepted accounting principles in the United States., and requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual amounts could differ from those estimates and assumptions.

Cash and cash equivalents. Cash and cash equivalents include cash on hand and investments with original maturities of three months or less. We have banking relationships resulting in certain cash disbursement accounts being maintained by banks not holding our cash concentration accounts. As a result, cash disbursement accounts carrying negative book balances of \$161.2 million and \$170.5 million (representing outstanding checks not yet presented for payment) have been reclassified to claims and rebates payable, accounts payable and accrued expenses at December 31, 2006 and 2005, respectively. This reclassification restores balances to cash and current liabilities for liabilities to our vendors which have not been settled. No overdraft or unsecured short-term loan exists in relation to these negative balances.

Accounts receivable. Based on our revenue recognition policies discussed below, certain claims at the end of a period are unbilled. Revenue and unbilled receivables for those claims are estimated each period based on the amount to be paid to network pharmacies and historical gross margin. Estimates are adjusted to actual at the time of billing. Historically, adjustments to our original estimates have been relatively immaterial. As of December 31, 2006 and 2005, unbilled receivables were \$593.4 million and

\$686.0 million, respectively. Unbilled receivables are billed to clients typically within 30 days based on the contractual billing schedule agreed upon with the client.

We provide an allowance for doubtful accounts equal to estimated uncollectible receivables. This estimate is based on the current status of each customer's receivable balance as well as current economic and market conditions. Receivables are written off against the allowance only upon determination that such amounts are not recoverable and all collection attempts have failed.

As of December 31, 2006 and 2005, we have an allowance for doubtful accounts of \$77.1 million and \$57.9 million, respectively. This increase is primarily due to a one-time adjustment to the allowance for doubtful accounts in our SAAS segment in 2006, specifically related to the legacy Priority Healthcare Corporation ("Priority") business. The majority of this adjustment resulted in an increase of goodwill in the allocation of the Priority purchase price as the allowance related to pre-acquisition accounts receivable (see Note 2).

Inventories. Inventories consist of prescription drugs and medical supplies that are stated at the lower of first-in first-out cost or market.

Property and equipment. Property and equipment is carried at cost and is depreciated using the straight-line method over estimated useful lives of seven years for furniture and three to five years for equipment and purchased computer software. Leasehold improvements are amortized on a straight-line basis over the remaining term of the lease or the useful life of the asset, if shorter. Expenditures for repairs, maintenance and renewals are charged to income as incurred. Expenditures that improve an asset or extend its estimated useful life are capitalized. When properties are retired or otherwise disposed of, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is included in income.

Research and development expenditures relating to the development of software for internal purposes are charged to expense until technological feasibility is established in accordance with Statement of Position 98-1, "Accounting for the Costs of Computer Software Developed or Obtained for Internal Use". Thereafter, the remaining software production costs up to the date placed into production are capitalized and included as Property and Equipment. Amortization of the capitalized amounts commences on the date placed into production, and is computed on a product-by-product basis using the straight-line method over the remaining estimated economic life of the product but not more than five years. Reductions, if any, in the carrying value of capitalized software costs to net realizable value are expensed. With respect to capitalized software costs, we recorded amortization expense of \$17.4 million in 2006 and 2005 and \$14.1 million in 2004.

Marketable securities. All investments not included as cash and cash equivalents are accounted for under Financial Accounting Standards Board Statement No. ("FAS") 115, "Accounting for Certain Investments in Debt and Equity Securities." Management determines the appropriate classification of our marketable securities at the time of purchase and reevaluates such determination at each balance sheet date. All marketable securities at December 31, 2006 and 2005 were recorded in other non-current assets on our Consolidated Balance Sheet.

Securities bought and held principally for the purpose of selling them in the near term are classified as trading securities. Trading securities are reported at fair value, which is based upon quoted market prices, with unrealized holding gains and losses included in earnings. We held trading securities, consisting primarily of mutual funds, of \$25.0 million and \$23.6 million at December 31, 2006 and 2005, respectively. We maintain our trading securities to offset changes in certain liabilities related to our deferred compensation plan discussed in Note 10. Net gains recognized on the trading portfolio were \$2.7 million, \$1.1 million, and \$1.4 million in 2006, 2005, and 2004, respectively.

Securities not classified as trading or held-to-maturity securities are classified as available-for-sale securities. Available-for-sale securities are reported at fair value, which is based upon quoted market prices, with unrealized holding gains and losses reported through other comprehensive income, net of

applicable taxes. At December 31, 2006, we held available-for-sale securities with a value of \$33.4 million, consisting primarily of common stock of Caremark Rx, Inc. ("Caremark"). In 2006, we recorded unrealized gains on our available-for-sale securities of \$3.4 million (\$2.0 million, net of tax) in other comprehensive income.

Goodwill. Goodwill is evaluated for impairment annually or when events or circumstances occur indicating that goodwill might be impaired. In accordance with FAS No. 142, "Goodwill and Other Intangible Assets," the evaluation is a two-step process that begins with an estimation of the fair value of the reporting units. The first step assesses potential impairment and the second step measures that impairment. The measurement of possible impairment is based on the comparison of the fair value of each reporting unit with the book value of its assets. We evaluate goodwill separately for the domestic PBM operations, Canadian PBM operations and the SAAS reporting unit. No such impairment existed at December 31, 2006 or 2005.

Other intangible assets. Other intangible assets include, but are not limited to, customer contracts and relationships, non-compete agreements, deferred financing fees, trade names and certain advance discounts paid to clients under contractual agreements. Other intangible assets, excluding customer contracts, customer relationships and trade names, are recorded at cost. Customer contracts and relationships are valued based on discounted cash flows over the expected life of the intangible asset. Excluding trade names which have an indefinite life, other intangible assets are amortized on a straight-line basis, which approximates the pattern of benefit, over periods from two to 20 years (see Note 5). The amount reported is net of accumulated amortization of \$168.8 million and \$159.5 million at December 31, 2006 and 2005, respectively. Amortization expense for customer-related intangibles and non-compete agreements included in selling, general and administrative expenses was \$34.1 million, \$21.3 million and \$17.8 million for the years ended December 31, 2006, 2005 and 2004, respectively. Amortization expense for deferred financing fees included in interest expense was \$1.9 million, \$1.2 million and \$1.3 million in 2006, 2005 and 2004, respectively. Amortization expense for advance discounts paid to customers is recorded against revenue and was \$5.2 million, \$10.7 million and \$8.3 million in 2006, 2005 and 2004, respectively.

Impairment of long lived assets. We evaluate whether events and circumstances have occurred that indicate the remaining estimated useful life of long lived assets, including other intangible assets, may warrant revision or that the remaining balance of an asset may not be recoverable. The measurement of possible impairment is based on the ability to recover the balance of assets from expected future operating cash flows on an undiscounted basis. Impairment losses, if any, would be determined based on the present value of the cash flows using discount rates that reflect the inherent risk of the underlying business. No such impairment existed as of December 31, 2006 or 2005.

Self-insurance reserves. We maintain insurance coverage for claims that arise in the normal course of business. Where insurance coverage is not available, or, in our judgment, is not cost-effective, we maintain self-insurance reserves to reduce our exposure to future legal costs, settlements and judgments. Self-insured losses are accrued based upon estimates of the aggregate liability for the costs of uninsured claims incurred using certain actuarial assumptions followed in the insurance industry and our historical experience (see Note 8). It is not possible to predict with certainty the outcome of these claims, and we can give no assurances that any losses, in excess of our insurance and any self-insurance reserves, will not be material.

Fair value of financial instruments. The carrying value of cash and cash equivalents, accounts receivable, claims and rebates payable, and accounts payable approximated fair values due to the short-term maturities of these instruments. The fair value, which approximates the carrying value, of our bank credit facility was estimated using either quoted market prices or the current rates offered to us for debt with similar maturity.

Revenue recognition. Revenues from our PBM segment are earned by dispensing prescriptions from our home delivery pharmacies, processing claims for prescriptions filled by retail pharmacies in our networks, and by providing services to drug manufacturers, including administration of discount programs

(see also “— Rebate Accounting”).

Revenues from dispensing prescriptions from our home delivery pharmacies, which include the co-payment received from members of the health plans we serve, are recorded when prescriptions are shipped. At the time of shipment, our earnings process is complete: the obligation of our customer to pay for the drugs is fixed, and, due to the nature of the product, the member may not return the drugs nor receive a refund.

Revenues related to the sale of prescription drugs by retail pharmacies in our networks consist of the amount the client has contracted to pay us (which excludes the co-payment) for the dispensing of such drugs together with any associated administrative fees. These revenues are recognized when the claim is processed. When we independently have a contractual obligation to pay our network pharmacy providers for benefits provided to our clients’ members, we act as a principal in the arrangement and we include the total payments we have contracted to receive from these clients as revenue, and payments we make to the network pharmacy providers as cost of revenue in compliance with Emerging Issues Task Force (“EITF”) Issue No. 99-19, “Reporting Gross Revenue as a Principal vs. Net as an Agent.” When a prescription is presented by a member to a retail pharmacy within our network, we are solely responsible for confirming member eligibility, performing drug utilization review, reviewing for drug-to-drug interactions, performing clinical intervention, which may involve a call to the member’s physician, communicating plan provisions to the pharmacy, directing payment to the pharmacy and billing the client for the amount they are contractually obligated to pay us for the prescription dispensed, as specified within our client contracts. We also provide benefit design and formulary consultation services to clients. We have separately negotiated contractual relationships with our clients and with network pharmacies, and under our contracts with pharmacies we assume the credit risk of our clients’ ability to pay for drugs dispensed by these pharmacies to clients’ members. Our clients are not obligated to pay the pharmacies as we are primarily obligated to pay retail pharmacies in our network the contractually agreed upon amount for the prescription dispensed, as specified within our provider contracts. In addition, under most of our client contracts, we realize a positive or negative margin represented by the difference between the negotiated ingredient costs we will receive from our clients and the separately negotiated ingredient costs we will pay to our network pharmacies. These factors indicate we are a principal as defined by EITF 99-19 and, as such, we record ingredient cost billed to clients in revenue and the corresponding ingredient cost paid to network pharmacies in cost of revenues.

If we merely administer a client’s network pharmacy contracts to which we are not a party and under which we do not assume credit risk, we record only our administrative fees as revenue. For these clients, we earn an administrative fee for collecting payments from the client and remitting the corresponding amount to the pharmacies in the client’s network. In these transactions we act as a conduit for the client. Because we are not the principal in these transactions, drug ingredient cost is not included in our revenues or in our cost of revenues.

In retail pharmacy transactions, amounts paid to pharmacies and amounts charged to clients are always exclusive of the applicable co-payment. Under our pharmacy agreements, the pharmacy is solely obligated to collect the co-payment from the member based on the amount we advise them to collect. We have no information regarding actual co-payments collected. As such, we do not include member co-payments to retail pharmacies in our revenue or in our cost of revenue. Retail pharmacy co-payments, which we instructed retail pharmacies to collect from members, of \$4.2 billion, \$5.8 billion and \$5.5 billion for the years ended December 31, 2006, 2005, and 2004, respectively, are excluded from revenues and cost of revenues. Many of our clients’ members who previously participated in higher co-payment discount programs have transitioned to Medicare Part D programs in 2006. As a result, retail pharmacy co-payments decreased in the year ended December 31, 2006 as compared to the same periods of 2005 and 2004.

We bill our clients based upon the billing schedules established in client contracts. At the end of a period, any unbilled revenues related to the sale of prescription drugs that have been adjudicated with retail pharmacies are estimated based on the amount we will pay to the pharmacies and historical gross margin. Those amounts due from our clients are recorded as revenue as they are contractually due to us for past transactions. Adjustments are made to these estimated revenues to reflect actual billings at the time clients

are billed; historically, these adjustments have not been material.

Revenues from our SAAS segment are earned in a variety of ways. Revenues from our Specialty line of business are from providing medications/pharmaceuticals for diseases that rely upon high-cost injectible, infused, oral, or inhaled drugs which have sensitive handling and storage needs, the distribution of pharmaceuticals and medical supplies to providers and clinics, third-party logistics services for contracted pharmaceutical manufacturer clients, fertility services to providers and patients and bio-pharmaceutical services including marketing, reimbursement and customized logistics solutions. Specialty revenues earned by our SAAS segment are recognized at the point of shipment. At the time of shipment, the Company has performed substantially all of its obligations under its customer contracts and does not experience a significant level of reshipments. Appropriate reserves are recorded for discounts and contractual allowances which are estimated based on historical collections over a recent period. Any differences between our estimates and actual collections are reflected in operations in the period in which payment is received. Differences may result in the amount and timing of our revenues for any period if actual performance varies from our estimates. Allowances for returns are estimated based on historical return trends.

Revenues from our SAAS segment also are derived from the distribution of pharmaceuticals requiring special handling or packaging where we have been selected by the pharmaceutical manufacturer as part of a limited distribution network, the distribution of pharmaceuticals through Patient Assistance Programs where we receive a fee from the pharmaceutical manufacturer for administrative and pharmacy services for the delivery of certain drugs free of charge to doctors for their low-income patients, sample fulfillment and sample accountability services. Revenues include administrative fees received from pharmaceutical manufacturers for dispensing or distributing consigned pharmaceuticals requiring special handling or packaging and administrative fees for verification of practitioner licensure and distribution of consigned drug samples to doctors based on orders received from pharmaceutical sales representatives. We also administer sample card programs for certain manufacturers and include the ingredient costs of those drug samples dispensed from retail pharmacies in SAAS revenues, and the associated costs for these sample card programs in cost of revenues. Because manufacturers are independently obligated to pay us and we have an independent contractual obligation to pay our network pharmacy providers for free samples dispensed to patients under sample card programs, we include the total payments from these manufacturers (including ingredient costs) as revenue, and payments to the network pharmacy provider as cost of revenue. These transactions require us to assume credit risk.

Rebate accounting. We administer a rebate program through which we receive rebates and administrative fees from pharmaceutical manufacturers. Rebates earned for the administration of this program, performed in conjunction with claim processing and home delivery services provided to clients, are recorded as a reduction of cost of revenue and the portion of the rebate payable to customers is treated as a reduction of revenue. The portion of rebates payable to clients is estimated based on historical and/or anticipated sharing percentages. These estimates are adjusted to actual when amounts are paid to clients. We record rebates and administrative fees receivable from the manufacturer and payable to clients when the prescriptions covered under contractual agreements with the manufacturers are dispensed; these amounts are not dependent upon future pharmaceutical sales. Rebates and administrative fees billed to manufacturers are determinable when the drug is dispensed. We pay all or a contractually agreed upon portion of such rebates to our clients.

Cost of revenues. Cost of revenues includes product costs, network pharmacy claims payments and other direct costs associated with dispensing prescriptions, including shipping and handling (see also “—Revenue Recognition” and “—Rebate Accounting”).

Income taxes. Deferred tax assets and liabilities are recognized based on temporary differences between financial statement basis and tax basis of assets and liabilities using presently enacted tax rates.

Employee stock-based compensation. On January 1, 2006, we adopted Financial Accounting Standard (“FAS”) No. 123R, “Share-Based Payment”, which replaces FAS 123, “Accounting for Stock-Based Compensation,” and supersedes Accounting Principles Board No. (“APB”) 25, “Accounting for Stock Issued to Employees.” We adopted FAS 123R using the modified prospective method. Under this method of adoption, prior periods are not restated. For awards granted prior to the adoption of FAS 123R, compensation cost is recognized for the unvested portion of outstanding awards based on the grant-date fair value calculated under FAS 123 for pro forma disclosures. We elected to use the short-cut method for determining the historical pool of windfall tax benefits.

Grant-date fair value of stock options and “stock-settled” stock appreciation rights (“SSRs”) is estimated using a Black-Scholes valuation model. Compensation expense is reduced based on estimated forfeitures with adjustments to actual recorded at the time of vesting. Forfeitures are estimated based on historical experience. We use an accelerated method of recognizing compensation cost for awards with graded vesting, which essentially treats the grant as three separate awards, with vesting periods of 12, 24 and 36 months for those grants that vest over three years. The majority of our stock-based awards have three-year vesting.

See Note 10 for more information regarding stock-based compensation.

Earnings per share. Basic earnings per share is computed using the weighted average number of common shares outstanding during the period. Diluted earnings per share is computed in the same manner as basic earnings per share but adds the number of additional common shares that would have been outstanding for the period if the dilutive potential common shares had been issued. The following is the reconciliation between the number of weighted average shares used in the basic and diluted earnings per share calculation for all periods (amounts are in millions and have been adjusted to reflect the June 2005 two-for-one stock split):

	2006	2005	2004
Weighted average number of common shares outstanding during the period – Basic EPS ⁽¹⁾	139.8	146.8	152.8
Dilutive common stock equivalents:			
Outstanding stock options, SSRs, restricted stock units, and executive deferred compensation units ⁽²⁾	2.2	2.7	2.2
Weighted average number of common shares outstanding during the period – Diluted EPS ⁽¹⁾	142.0	149.5	155.0

(1) The decrease in weighted average number of common shares outstanding during the period for Basic and Diluted EPS resulted from 12.0 million treasury shares repurchased in the year ended December 31, 2006.

(2) Excludes SSRs of 0.9 million for the year ended December 31, 2006. These were excluded because their effect was anti-dilutive.

The above shares are all calculated under the “treasury stock” method in accordance with FAS 128, “Earnings per Share.”

Foreign currency translation. The financial statements of ESI Canada, our Canadian operations, are translated into U.S. dollars using the exchange rate at each balance sheet date for assets and liabilities and a weighted average exchange rate for each period for revenues, expenses, gains and losses. The functional currency for ESI Canada is the local currency and cumulative translation adjustments (credit balances of \$9.9 million and \$9.8 million at December 31, 2006 and 2005, respectively) are recorded within the accumulated other comprehensive income component of stockholders’ equity.

Comprehensive income. In addition to net income, our components of comprehensive income (net of taxes) are foreign currency translation adjustments, unrealized gains and losses on available-for-sale securities and realized and unrealized losses on derivative financial instruments designated as cash flow hedges. We have displayed comprehensive income within the Statement of Changes in Stockholders' Equity.

New accounting guidance. In July 2006, the FASB issued FASB Interpretation ("FIN") 48, "Accounting for Uncertainty in Income Taxes--an interpretation of FASB Statement No. 109." This interpretation requires that realization of an uncertain income tax position must be "more likely than not" (i.e., greater than 50% likelihood of receiving a benefit) before it can be recognized in the financial statements. Further, this interpretation prescribes the benefit to be recorded in the financial statements as the amount most likely to be realized assuming a review by tax authorities having all relevant information and applying current conventions. This interpretation also clarifies the financial statement classification of tax-related penalties and interest and sets forth new disclosures regarding unrecognized tax benefits. This interpretation is effective for fiscal years beginning after December 15, 2006, and we will be required to adopt this interpretation in the first quarter of 2007. Based on our evaluation as of December 31, 2006, we do not believe that FIN 48 will have a material impact on our financial statements.

2. Changes in business

Proposed Caremark Acquisition. On December 18, 2006, we announced a proposal to acquire all of the outstanding shares of Caremark common stock for \$29.25 in cash and 0.426 shares of Express Scripts stock per share of Caremark common stock. We have executed commitment letters with Credit Suisse Securities (USA) LLC and Citigroup Global Markets Inc., as lead arrangers, and Credit Suisse, Cayman Islands Branch and Citicorp North America, Inc. to fully finance the proposed transaction. Despite our strong belief that our offer is superior, Caremark has announced that its Board of Directors has determined that our offer does not and is not reasonably likely to constitute a superior proposal to its proposed merger with CVS Corporation ("CVS"). In furtherance of our acquisition proposal, on January 16, 2007 we commenced an exchange offer based on the economic terms in our December 18, 2006 proposal. In addition, on January 24, 2007, we began formally soliciting proxies from Caremark's stockholders in opposition to the proposed Caremark/CVS merger that is to be considered at a special meeting of Caremark stockholders scheduled to be held on February 20, 2007. We also notified Caremark on January 8, 2007 that we are proposing to nominate four director candidates for election to Caremark's Board of Directors at Caremark's 2007 annual meeting.

Based on the terms of the offer and average share prices between January 29, 2007 and January 31, 2007, the current purchase price is approximately \$26.2 billion. If we are successful in this endeavor, we expect to incur additional debt in the range of \$13.0 billion to \$15.0 billion.

Through January 31, 2007, we have incurred approximately \$10.0 million of costs related to the proposed transaction. Additional costs incurred during 2007 could be significant.

Acquisitions. On October 14, 2005, we acquired the capital stock of Priority in a cash transaction for \$28 per share, or approximately \$1.3 billion. The acquisition was accomplished through the merger of one of our wholly-owned subsidiaries with and into Priority. Priority, headquartered in Lake Mary, Florida, was among the nation's largest Specialty and distribution companies, with approximately \$1.7 billion in annual revenue during 2004 and approximately \$1.1 billion in revenue for the nine months ended July 2, 2005. The \$1.3 billion purchase price was financed with approximately \$167.0 million of cash on hand and the remainder by adding \$1.6 billion in term loans under a new credit facility which replaced our prior credit facility.

The following table summarizes the fair values of the Priority assets acquired and liabilities assumed at the date of acquisition (in millions). The adjustments made to these fair values since the acquisition date of October 14, 2005 consist of an increase in accounts receivable reserves, a valuation of customer relationship intangibles, and an increase in current liabilities. Other identifiable intangible assets consist primarily of customer relationships. Goodwill is not deductible for tax purposes.

Current assets	\$ 501.0
Property and equipment	23.7
Goodwill	976.9
Other identifiable intangible assets	203.0
Other assets	<u>0.7</u>
 Total assets acquired	 1,705.3
 Current liabilities	 351.5
Deferred tax liabilities	<u>37.2</u>
 Total liabilities assumed	 <u>388.7</u>
 Net assets acquired	 <u>\$ 1,316.6</u>

Aetna Specialty Pharmacy, a joint venture existing between Priority and Aetna, Inc. ("Aetna"), was 60% owned by Priority and 40% by Aetna. Upon a change in control of Priority, the joint venture agreement provided Aetna with an option to purchase Priority's 60% ownership share of the joint venture. Aetna exercised its option and on December 30, 2005 purchased Priority's 60% ownership share of Aetna Specialty Pharmacy. The gain on the assets sold, which was not material, reduced the amount of goodwill we recorded through the Priority acquisition. In the table above, the net assets of Aetna Specialty Pharmacy are excluded from the assets acquired and liabilities assumed.

The results of operations of Priority are included in our consolidated results of operations beginning October 14, 2005. The following unaudited pro forma information presents a summary of our combined results of operations and those of Priority as if the acquisition had occurred at the beginning of the period presented, along with certain pro forma adjustments to give effect to amortization of other intangible assets, interest expense on acquisition debt and other adjustments. The following pro forma financial information is not necessarily indicative of the results of operations as they would have been had the transactions been effected on the assumed date, nor is it necessarily an indication of trends in future results (in millions, except per share data):

	Year Ended December 31,	
	2005	2004
Total revenues	\$ 17,838.3	\$ 16,854.3
Net income	392.2	286.1
 Basic earnings per share	 2.67	 1.87
Diluted earnings per share	2.63	1.85

On January 30, 2004, we purchased the capital stock of CuraScript for a purchase price of approximately \$333.4 million. CuraScript is one of the nation's largest Specialty services companies, serving over 175 managed care organizations, 30 Medicaid programs and the Medicare program, and operating seven Specialty pharmacies throughout the United States. The purchase price was allocated based upon the acquisition date fair value of net assets acquired. A portion of the excess purchase price

over tangible net assets acquired was allocated to intangible assets consisting of customer relationships of \$28.7 million, non-competition agreements of \$2.7 million and trade names of \$1.3 million. The excess of purchase price over tangible net assets and identified intangible assets acquired has been allocated to goodwill in the amount of \$284.9 million which is not deductible for tax purposes.

The Priority and CuraScript acquisitions have enhanced our ability to provide comprehensive clinical services in many disease states.

3. Joint venture

We are one of the founders of RxHub, an electronic exchange enabling physicians who use electronic prescribing technology to link to pharmacies, PBM companies and health plans. We own one-third of the equity of RxHub and have recorded our investment in RxHub using the equity method of accounting, which requires our percentage interest in RxHub's results to be recorded in our Consolidated Statement of Operations. Our percentage of RxHub's loss for 2006, 2005 and 2004 is \$1.6 million, \$2.4 million, and \$4.5 million, respectively, and has been recorded in other income (expense), net, in our Consolidated Statement of Operations. Our investment in RxHub (approximately \$0.2 million and \$0.8 million at December 31, 2006 and 2005, respectively) is recorded in other assets on our Consolidated Balance Sheet.

4. Property and equipment

Property and equipment, at cost, consists of the following:

(in millions)	December 31,	
	2006	2005
Land and buildings	\$ 6.3	\$ 6.3
Furniture	28.4	27.4
Equipment	183.1	162.2
Computer software	200.1	162.8
Leasehold improvements	47.0	43.5
	464.9	402.2
Less accumulated depreciation	263.5	200.9
	<u>\$ 201.4</u>	<u>\$ 201.3</u>

Depreciation expense for 2006, 2005 and 2004 was \$66.8 million, \$63.1 million and \$52.2 million, respectively. Internally developed software, net of accumulated depreciation, was \$62.2 million and \$53.8 million at December 31, 2006 and 2005, respectively.

In July 2004, we entered into a capital lease with the Camden County Joint Development Authority in association with the development of our Patient Care Contact Center in St. Marys, Georgia. At December 31, 2006, our lease obligation was \$13.5 million. In accordance with FIN 39, "Offsetting of Amounts Related to Certain Contracts," our lease obligation has been offset against \$13.5 million of industrial revenue bonds issued to us by the Camden County Joint Development Authority.

Under certain of our operating leases for facilities in which we operate home delivery and specialty pharmacies, we are required to remove improvements and equipment upon surrender of the property to the landlord and convert the facilities back to office space. Our asset retirement obligation was \$4.8 million and \$6.4 million at December 31, 2006 and 2005, respectively.

5. Goodwill and Other Intangibles

The following is a summary of our goodwill and other intangible assets (amounts in millions).

	December 31, 2006		December 31, 2005	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Goodwill				
PBM	\$ 1,509.2	\$ 107.1	\$ 1,509.0	\$ 107.0
SAAS ⁽¹⁾	1,283.9	-	1,298.1	-
	<u>\$ 2,793.1</u>	<u>\$ 107.1</u>	<u>\$ 2,807.1</u>	<u>\$ 107.0</u>
Other intangible assets				
PBM ⁽²⁾				
Customer contracts	\$ 244.2	\$ 85.3	\$ 265.4	\$ 94.5
Other	61.6	49.3	72.8	52.2
	<u>305.8</u>	<u>134.6</u>	<u>338.2</u>	<u>146.7</u>
SAAS				
Customer relationships ⁽¹⁾	231.5	31.0	114.7	10.9
Other ⁽¹⁾	9.9	3.2	9.9	1.9
	<u>241.4</u>	<u>34.2</u>	<u>124.6</u>	<u>12.8</u>
Total other intangible assets	<u>\$ 547.2</u>	<u>\$ 168.8</u>	<u>\$ 462.8</u>	<u>\$ 159.5</u>

⁽¹⁾ As a result of our acquisition of the capital stock of Priority in October 2005, we recorded goodwill, customer relationships, trade names, and other intangible assets of \$976.9 million, \$198.7 million, \$2.4 million, and \$1.9 million, respectively (See Note 2). Final adjustments were made to the purchase price allocation in the third quarter of 2006.

⁽²⁾ Changes in other intangible assets are a result of the write-off of fully-amortized contractual assets, consisting of non-compete agreements and customer relationships, that are no longer in effect.

The aggregate amount of amortization expense of other intangible assets was \$41.3 million, \$33.2 million and \$33.7 million for the twelve months ended December 31, 2006, 2005 and 2004, respectively. The future aggregate amount of amortization expense of other intangible assets is expected to be approximately \$38.9 million for 2007, \$35.8 million for 2008, \$34.9 million for 2009, \$33.7 million for 2010 and \$32.1 million for 2011. The weighted average amortization period of intangible assets subject to amortization is 16 years in total, and by major intangible class is 5 to 20 years for customer-related intangibles and four years for other intangible assets.

6. Financing

Long-term debt consists of:

(in millions)	December 31,	
	2006	2005
Term A loans due October 14, 2010 with an average interest rate of 6.0% at December 31, 2006	\$ 1,400.0	\$ 1,510.0
Revolving credit facility due February 13, 2009 with an average interest rate of 6.0% at December 31, 2006	50.0	-
Other	0.5	0.5
Total debt	1,450.5	1,510.5
Less current maturities	180.1	110.0
Long-term debt	\$ 1,270.4	\$ 1,400.5

In October 2005, we refinanced our entire credit facility with a \$2.2 billion credit facility which includes \$1.6 billion of Term A loans and a \$600.0 million revolving credit facility. The revolving credit facility (\$50.0 million of which was outstanding as of December 31, 2006) is available for general corporate purposes. During the fourth quarter of 2006, we made scheduled payments of \$30.0 million on our Term A loan and net payments of \$150.0 million under our revolving credit facility.

Our credit facility requires us to pay interest periodically on the London Interbank Offered Rates (“LIBOR”) or base rate options, plus a margin. The margin over LIBOR will range from 0.50% to 1.125%, depending on our consolidated leverage ratio or our credit rating. Under our credit facility we are required to pay commitment fees on the unused portion of the \$600.0 million revolving credit facility. The commitment fee will range from 0.10% to 0.25% depending on our consolidated leverage ratio or our credit rating.

At December 31, 2006, the weighted average interest rate on the facility was 6.0%. Our credit facility contains covenants that limit the indebtedness we may incur, the common shares we may repurchase, and dividends we may pay. The repurchase and dividend covenant applies if certain leverage thresholds are exceeded. The covenants also include a minimum interest coverage ratio and a maximum leverage ratio. At December 31, 2006, we were in compliance with all covenants associated with our credit facility.

The following represents the schedule of current maturities for our long-term debt, reflecting the increase in debt related to the Priority acquisition in October 2005 and the refinancing of our bank credit facility in October 2005 (amounts in millions):

Year Ended December 31,	
2007	\$ 180.1
2008	260.0
2009	470.1
2010	540.1
2011	0.1
Thereafter	0.1
	<u>\$ 1,450.5</u>

On December 18, 2006, we executed commitment letters with Credit Suisse Securities (USA) LLC and Citigroup Global Markets Inc., as lead arrangers, and Credit Suisse, Cayman Islands Branch and Citicorp North America, Inc., to provide, subject to certain conditions, senior bank financing of up to \$15.0 billion to acquire the stock of Caremark. If closed, this would replace our current credit facility.

7. Income taxes

Income before income taxes of \$740.5 million resulted in net tax expense of \$266.1 million for 2006. Included in net tax expense is a \$1.9 million valuation allowance for net operating losses generated in certain states. The Company considers its foreign earnings to be indefinitely reinvested and accordingly, has not recorded a provision for United States federal and state income taxes thereon. Cumulative undistributed foreign earnings for which United States taxes have not been provided are included in consolidated retained earnings in the amount of \$23.6 million, \$13.4 million and \$7.8 million as of December 31, 2006, 2005, and 2004, respectively. Upon distribution of foreign earnings, the Company may be subject to United States income taxes (subject to adjustment for foreign tax credits) and foreign withholding taxes payable.

In July 2006, the FASB issued FASB Interpretation (“FIN”) 48, “Accounting for Uncertainty in Income Taxes—an interpretation of FASB Statement No. 109.” This interpretation requires that realization of an uncertain income tax position must be “more likely than not” (i.e., greater than 50% likelihood of receiving a benefit) before it can be recognized in the financial statements. Further, this interpretation prescribes the benefit to be recorded in the financial statements as the amount most likely to be realized assuming a review by tax authorities having all relevant information and applying current conventions. This interpretation also clarifies the financial statement classification of tax-related penalties and interest and sets forth new disclosures regarding unrecognized tax benefits. This interpretation is effective for fiscal years beginning after December 15, 2006, and we will be required to adopt this interpretation in the first quarter of 2007. Based on our evaluation as of December 31, 2006, we do not believe that FIN 48 will have a material impact on our financial statements.

The income tax provision consists of the following:

	Year Ended December 31,		
(in millions)	2006	2005	2004
Income before income taxes:			
United States	\$ 733.1	\$ 612.0	\$ 447.2
Foreign	7.4	2.7	3.4
Total	740.5	614.7	450.6
Current provision:			
Federal	\$ 241.8	\$ 195.1	\$ 137.8
State	13.8	-	14.2
Foreign	2.6	1.2	1.3
Total current provision	258.2	196.3	153.3
Deferred provision:			
Federal	11.5	19.1	13.7
State	(3.8)	(1.3)	5.7
Foreign	0.2	0.5	(0.3)
Total deferred provision	7.9	18.3	19.1
Total current and deferred provision	\$ 266.1	\$ 214.6	\$ 172.4

Income taxes included in the Consolidated Statement of Operations are:

	Year Ended December 31,		
(in millions)	2006	2005	2004
Continuing operations	\$ 266.1	\$ 214.6	\$ 172.4

A reconciliation of the statutory federal income tax rate and the effective tax rate follows (the effect of foreign taxes on the effective tax rate for 2006, 2005 and 2004 is immaterial):

	Year Ended December 31,		
	2006	2005	2004
Statutory federal income tax rate	35.0%	35.0%	35.0%
State taxes, net of federal benefit	0.4	(0.2)	3.4
Valuation allowance	0.3	-	-
Non-deductible amortization of customer contracts	-	0.2	0.2
Other, net	0.2	(0.1)	(0.3)
Effective tax rate	35.9%	34.9%	38.3%

The deferred tax assets and deferred tax liabilities recorded in our Consolidated Balance Sheet are as follows:

	December 31,	
(in millions)	2006	2005
Deferred tax assets:		
Allowance for doubtful accounts	\$ 26.4	\$ 25.5
Net operating loss carryforwards	16.6	8.2
Deferred compensation	7.3	8.2
Restricted stock	9.8	4.2
Accrued expenses	58.6	21.1
Other	4.9	2.5
Gross deferred tax assets	123.6	69.7
Less valuation allowance	(6.0)	(4.1)
Net deferred tax assets	117.6	65.6
Deferred tax liabilities:		
Depreciation and property differences	(16.9)	(22.7)
Goodwill and customer contract amortization	(261.9)	(192.6)
Prepays	(1.6)	(2.8)
Other	(3.1)	(3.1)
Gross deferred tax liabilities	(283.5)	(221.2)
Net deferred tax liabilities	\$ (165.9)	\$ (155.6)

As of December 31, 2006, the Company has \$16.6 million of state net operating loss carryforwards. Unless otherwise utilized, net operating loss carryforwards will expire no earlier than calendar year 2012. The net current deferred tax asset is \$90.9 million and \$53.1 million, and the net long-term deferred tax liability, included in other liabilities is \$256.8 million and \$208.7 million, as of December 31, 2006 and 2005, respectively.

Our effective tax rate increased to 35.9% for the year ended December 31, 2006, as compared to 34.9% for the year ended December 31, 2005. Our 2005 effective rate includes the impact of both non-recurring and recurring net tax benefits of approximately \$20.0 million resulting primarily from changes in the apportionment of our income for state income tax purposes as well as the recognition of expected state tax benefits associated with prior year subsidiary losses and credits. Our 2006 effective rate reflects non-recurring net tax benefits of \$7.3 million mainly related to the impact of changes in state effective rates on deferred tax assets and liabilities.

In October 2004, the American Jobs Creation Act (the "AJCA") was signed into law. The AJCA includes a deduction of 85% of certain foreign earnings that are repatriated, as defined in the AJCA. Taxpayers may elect to apply this provision to qualifying earnings repatriations in either 2004 or 2005. The Company has decided not to repatriate any foreign earnings under this provision.

8. Commitments and contingencies

We have entered into noncancellable agreements to lease certain office and distribution facilities with remaining terms from one to ten years. The majority of our lease agreements include renewal options which would extend the agreements from one to five years. We have entered into a noncancellable agreement to sublet one facility with a remaining term of one year. Rental expense under the office and distribution facilities leases in 2006, 2005 and 2004 was \$29.2 million, \$24.7 million and \$22.1 million, respectively. The future minimum lease payments due under noncancellable operating leases (in millions):

Year Ended December 31,	Minimum lease payments
2007	\$ 26.3
2008	20.8
2009	9.7
2010	8.7
2011	6.6
Thereafter	29.1
	<u>\$ 101.2</u>

In July 2004, we entered into a capital lease with the Camden County Joint Development Authority in association with the development of our Patient Care Contact Center in St. Marys, Georgia, as discussed in Note 4, "Property and equipment".

For the year ended December 31, 2006, approximately 61.6% of our pharmaceutical purchases were through one wholesaler. We believe other alternative sources are readily available. Our top five clients collectively represented 17.8%, 23.6%, and 22.8% of revenues during 2006, 2005 and 2004 respectively. None of our clients accounted for 10% or more of our consolidated revenues in fiscal years 2006, 2005 or 2004. We believe no other concentration risks exist at December 31, 2006.

We accrue self-insurance reserves based upon estimates of the aggregate liability of claim costs in excess of our insurance coverage which are probable and estimable. Reserves are estimated using certain actuarial assumptions followed in the insurance industry and our historical experience (see Note 1, "Self-insurance reserves"). The majority of these claims are legal claims and our liability estimate is primarily related to the cost to defend these claims. We do not accrue for settlements, judgments, monetary fines or penalties until such amounts are probable and estimable, in compliance with FAS 5, "Accounting for Contingencies." Under FAS 5, if the range of possible loss is broad, and no amount within the range is more likely than any other, the liability accrual is based on the lower end of the range.

While we believe our services and business practices are in compliance with applicable laws, rules and regulations in all material respects, we cannot predict the outcome of these matters at this time. An unfavorable outcome in one or more of these matters could result in the imposition of judgments, monetary fines or penalties, or injunctive or administrative remedies. We can give no assurance that such judgments, fines and remedies, and future costs associated with legal matters, would not have a material adverse effect on our financial condition, our consolidated results of operations or our consolidated cash flows.

9. Common stock

In May 2005, we announced a two-for-one stock split for stockholders of record on June 10, 2005, effective June 24, 2005. The split was effected in the form of a dividend by issuance of one additional share of common stock for each share of common stock outstanding. The earnings per share and the weighted average number of shares outstanding for basic and diluted earnings per share for each period have been adjusted for the stock split.

During 2006, we repurchased 12.0 million shares for \$906.8 million. Treasury shares are carried at first in, first out cost. We have a stock repurchase program, originally announced on October 25, 1996.

In May 2006, our Board of Directors authorized a 10.0 million share increase to the existing 38.0 million share repurchase program. In February 2007, our Board of Directors authorized an increase in the program such that subsequent to the resolution, we are authorized to repurchase up to \$1.0 billion worth of shares or 14.1 million shares, whichever occurs first. There is no limit on the duration of the program. Additional share repurchases, if any, will be made in such amounts and at such times as we deem appropriate based upon prevailing market and business conditions, subject to restrictions on the amount of stock repurchases contained in our bank credit facility.

Through December 31, 2006, approximately 10.5 million shares have been reissued in connection with employee compensation plans. As of December 31, 2006, approximately 8.7 million shares of our common stock have been reserved for employee benefit plans (see Note 10).

Preferred Share Purchase Rights. In July 2001 our Board of Directors adopted a stockholder rights plan which declared a dividend of one right for each outstanding share of our common stock. The rights plan will expire on July 25, 2011. The rights are currently represented by our common stock certificates. When the rights become exercisable, they will entitle each holder to purchase 1/1,000th of a share of our Series A Junior Participating Preferred Stock for an exercise price of \$300 (subject to adjustment). The rights will become exercisable and will trade separately from the common stock only upon the tenth day after a public announcement that a person, entity or group ("Person") has acquired 15% or more of our outstanding common stock ("Acquiring Person") or ten days after the commencement or public announcement of a tender or exchange offer which would result in any Person becoming an Acquiring Person; provided that any Person who beneficially owned 15% or more of our common stock as of the date of the rights plan will not become an Acquiring Person so long as such Person does not become the beneficial owner of additional shares representing 2% or more of our outstanding shares of common stock. In the event that any Person becomes an Acquiring Person, the rights will be exercisable for our common stock with a market value (as determined under the rights plan) equal to twice the exercise price. In the event that, after any Person becomes an Acquiring Person, we engage in certain mergers, consolidations, or sales of assets representing 50% or more of our assets or earning power with an Acquiring Person (or Persons acting on behalf of or in concert with an Acquiring Person), the rights will be exercisable for common stock of the acquiring or surviving company with a market value (as determined under the rights plan) equal to twice the exercise price. The rights will not be exercisable by any Acquiring Person. The rights are redeemable at a price of \$0.01 per right prior to any Person becoming an Acquiring Person.

10. Employee benefit plans and stock-based compensation plans

Retirement savings plan. We sponsor retirement savings plans under Section 401(k) of the Internal Revenue Code for all of our full time employees. Employees may elect to enter into a written salary deferral agreement under which a maximum of 15% to 25% of their salary, subject to aggregate limits required under the Internal Revenue Code, may be contributed to the plan. Through December 31, 2005, we matched 100% of the first 4% of the employees' compensation contributed to the plan. Beginning January 1, 2006, we began to match 200% of the first 1% and 100% of the next 3% of the employees' compensation contributed to the Plan for substantially all employees. For the years ended December 31, 2006, 2005, and 2004, we had contribution expense of approximately \$16.6 million, \$9.3 million and \$8.7 million, respectively.

Employee stock purchase plan. We offer an employee stock purchase plan that qualifies under Section 423 of the Internal Revenue Code and permits all employees, excluding certain management level employees, to purchase shares of our common stock. Beginning January 1, 2006, participating employees may contribute up to 10% of their salary to purchase common stock at the end of each monthly participation period at a purchase price equal to 95% of the fair market value of our common stock on the last business day of the participation period. During 2006, 2005 and 2004, approximately 88,000, 124,000 and 150,000 shares of our common stock were issued under the plan, respectively. Our common stock reserved for future employee purchases under the plan is approximately 141,000 at December 31, 2006. Through December 31, 2005, participating employees could elect to contribute up to 10% of their salary to purchase common stock at the end of each monthly participation period at a purchase price equal to 85% of

the lower of the fair market value of our common stock as of either the beginning or the end of the participation period.

Deferred compensation plan. We maintain a non-qualified deferred compensation plan (the “Executive Deferred Compensation Plan”) that provides benefits payable to eligible key employees at retirement, termination or death. Benefit payments are funded by a combination of contributions from participants and us. Participants may elect to defer up to 50% of their base earnings and 100% of specific bonus awards. Participants become fully vested in our contributions on the third anniversary of the end of the plan year for which the contribution is credited to their account. For 2006, our contribution was equal to 6% of each qualified participant’s total annual compensation, with 25% being allocated as a hypothetical investment in our common stock and the remaining being allocated to a variety of investment options. We have chosen to fund our liability for this plan through investments in trading securities, which primarily consists of mutual funds (see Note 1). We incurred compensation expense of approximately \$0.8 million in 2006 and \$3.5 million of compensation expense in 2005 and 2004. At December 31, 2006, approximately 1.5 million shares of our Common Stock have been reserved for future issuance under the plan.

Stock-based compensation plans. In August 2000, the Board of Directors adopted the Express Scripts, Inc. 2000 Long-Term Incentive Plan which was subsequently amended in February 2001 and again in December 2001 (as amended, the “2000 LTIP”), which provides for the grant of various equity awards with various terms to our officers, Board of Directors and key employees selected by the Compensation Committee of the Board of Directors. The 2000 LTIP, as then amended, was approved by our stockholders in May 2001. Under the 2000 LTIP, we have issued stock options, SSRs, restricted stock and performance share awards. Awards are typically settled using treasury shares. As of December 31, 2006, approximately 7.1 million shares of our common stock are available for issuance under this plan. The maximum term of stock options, SSRs, restricted stock and performance shares granted under the 2000 LTIP is 10 years.

During 2006, we granted to certain officers and employees approximately 130,000 restricted shares of common stock and performance shares with a weighted average fair market value of \$85.73. The restricted stock awards have three-year graded vesting, and the performance shares cliff vest at the end of three years. Prior to vesting, these shares are subject to forfeiture to us without consideration upon termination of employment under certain circumstances. As of December 31, 2006, a total of 2,653,000 restricted shares of common stock and performance share awards have been issued under the 2000 LTIP, of which approximately 2,201,000 shares were issued from shares held in treasury and approximately 469,000 shares have been forfeited. The total number of non-vested restricted stock and performance share awards was 249,000 and 449,000 at December 31, 2006 and 2005, respectively. Unearned compensation relating to these awards is amortized to non-cash compensation expense over the estimated vesting periods. As of December 31, 2006, 2005 and 2004, unearned compensation related to restricted stock and performance shares was \$6.7 million, \$5.2 million and \$17.1 million, respectively. We recorded compensation expense related to restricted stock and performance share grants of \$6.8 million, \$10.8 million and \$10.6 million in 2006, 2005, and 2004, respectively.

During 2006, we granted to certain officers and employees approximately 919,000 SSRs and 31,000 stock options with a weighted average Black-Scholes value of \$28.45 per share. The SSRs and stock options have three-year graded vesting. Due to the nature of the awards, we use the same valuation methods and accounting treatments for SSRs and stock options.

The provisions of the 2000 LTIP allow employees to use shares to cover tax withholding on stock awards. Upon vesting of restricted stock, employees have taxable income subject to statutory withholding requirements. The number of shares issued to employees may be reduced by the number of shares having a market value equal to our minimum statutory withholding for federal, state and local tax purposes.

As a result of the Board’s adoption and stockholder approval of the 2000 LTIP, no additional awards will be granted under either of our 1992 amended and restated stock option plans (discussed below) or under our 1994 amended and restated Stock Option Plan (discussed below). However, these plans are still in existence as there are outstanding grants under these plans.

In April 1992, we adopted a stock option plan that we amended and restated in 1995 and amended in 1999, which provided for the grant of nonqualified stock options and incentive stock options to our officers and key employees selected by the Compensation Committee of the Board of Directors. In June 1994, the Board of Directors adopted the Express Scripts, Inc. 1994 Stock Option Plan, also amended and restated in 1995 and amended in 1997, 1998 and 1999. Under either plan, the exercise price of the options was not less than the fair market value of the shares at the time of grant, and the options typically vested over a five-year period from the date of grant.

In April 1992, we also adopted a stock option plan that was amended and restated in 1995 and amended in 1996 and 1999 that provided for the grant of nonqualified stock options to purchase 48,000 shares to each director who is not an employee of ours or our affiliates. In addition, the second amendment to the plan gave each non-employee director who was serving in such capacity as of the date of the second amendment the option to purchase 2,500 additional shares. The second amendment options vested over three years. The plan provides that the options vest over a two-, three- or five-year period from the date of grant depending upon the circumstances of the grant.

The following table presents amounts related to stock-based compensation:

<i>(in millions, except per share data)</i>	SSRs and Stock Options	Restricted Stock and Performance Shares
Year ended December 31, 2006		
Stock-based compensation:		
Expense, pre-tax	\$ 20.3	\$ 6.8
Expense, after tax	13.0	4.4
Expense per diluted share	\$ 0.09	\$ 0.03
As of December 31, 2006		
Unamortized portion ⁽¹⁾	\$ 16.0	\$ 6.7

⁽¹⁾ As of December 31, 2006 we have \$0.2 million of unearned compensation related to unvested shares that are part of our deferred compensation plan.

The weighted average remaining recognition period for SSRs and stock options is 1.0 years, and for restricted stock and performance shares is 1.8 years.

As a result of the adoption of FAS 123R, we now classify the excess tax benefit from the exercise of stock options as a financing cash inflow. For the year ended December 31, 2006, the tax benefit related to employee stock compensation was \$30.4 million. Prior to the adoption of FAS 123R, the tax benefit from the exercise of stock options was classified as an inflow from operating activities and under the modified prospective method, prior periods are not restated to reflect the adoption of FAS 123R.

Prior to January 1, 2006, we accounted for stock-based compensation in accordance with APB 25, which required the use of the intrinsic value method. Accordingly, no compensation expense was recognized in prior periods for the stock options granted, since the exercise price was equal to the fair market value of the shares at the grant date. Compensation expense was recognized under APB 25 for restricted stock awards based on the fair market value of the stock on the date of grant.

Had compensation cost for our stock-based compensation plans been determined based on the fair value method required by FAS 123R, net earnings and earnings per share would have been reduced as shown in the following table:

<i>(in millions, except per share data)</i>	2005	2004
Net income, as reported	\$ 400.1	\$ 278.2
Plus: Employee stock-based compensation expense included in reported net earnings, net of related tax effects	6.8	6.6
Less: Employee stock-based compensation expense determined using fair-value based method for stock-based awards, net of tax	(18.0)	(15.2)
Pro forma net income	<u>\$ 388.9</u>	<u>\$ 269.6</u>
Basic earnings per share		
As reported	\$ 2.72	\$ 1.82
Pro forma	2.65	1.77
Diluted earnings per share		
As reported	\$ 2.68	\$ 1.79
Pro forma	2.60	1.73

The fair value of options and SSRs granted is estimated on the date of grant using a Black-Scholes multiple option-pricing model with the following weighted average assumptions:

	2006	2005	2004
Expected life of option	3-5 years	3-5 years	3-7 years
Risk-free interest rate	4.5%-5.3%	3.5%-4.4%	2.0%-4.2%
Expected volatility of stock	31%-34%	35%-40%	41%-47%
Expected dividend yield	None	None	None

The Black-Scholes model requires subjective assumptions, including future stock price volatility and expected time to exercise, which greatly affect the calculated values. The expected term and forfeiture rate of options granted is derived from historical data on employee exercises and post-vesting employment termination behavior, as well as expected behavior on outstanding options. The risk-free rate is based on the U.S. Treasury rates in effect during the corresponding period of grant. The expected volatility is based on the historical volatility of our stock price. These factors could change in the future, which would affect the stock-based compensation expense in future periods.

A summary of the status of stock options and SSRs as of December 31, 2006, changes during the year ended December 31, 2006 is presented below.

2006		
<i>(share data in millions)</i>	Shares	Weighted-Average Exercise Price
Outstanding at beginning of year	6.3	\$ 28.21
Granted	0.9	85.54
Exercised	(1.6)	21.72
Forfeited/Cancelled	(0.3)	51.55
Outstanding at end of period	<u>5.3</u>	<u>39.00</u>
Awards exercisable at period end	<u>3.0</u>	24.58
Weighted-average fair value of options granted during the year	<u>\$ 28.45</u>	

A summary of the status of restricted stock and performance shares as of December 31, 2006, and changes during the year ended December 31, 2006 is presented below.

2006		
<i>(share data in millions)</i>	Shares	Weighted-Average Grant Date Fair Value
Outstanding at beginning of year	0.4	\$ 35.36
Granted	0.1	85.73
Released	(0.2)	32.36
Forfeited/Cancelled	(0.1)	54.77
Outstanding at end of period	<u>0.2</u>	<u>56.05</u>

At December 31, 2006, the weighted-average remaining contractual lives of stock options outstanding and stock options exercisable were 4.3 years and 3.4 years, respectively, and the aggregate intrinsic value (the amount by which the market value of the underlying stock exceeds the exercise price of the option) of shares outstanding and shares exercisable was \$175.4 million and \$142.7 million, respectively. Cash proceeds, tax benefits, fair value of vested shares and intrinsic value related to total stock options exercised and restricted shares vested during the years ended December 31, 2006, 2005 and 2004 are provided in the following table:

<i>(in millions, except per share data)</i>	2006	2005	2004
Proceeds from stock options exercised	\$34.3	\$41.8	\$28.4
Tax benefit related to employee stock compensation	30.4	35.6	10.9
Fair value of vested restricted shares	23.1	27.1	5.8
Intrinsic value of stock options exercised	97.3	81.7	37.5
Weighted average fair value of options granted during the year	\$28.45	\$15.12	\$14.25

11. Segment information

We report segments on the basis of services offered and have determined we have two reportable segments: PBM and SAAS. Our domestic and Canadian PBM operating segments have similar characteristics and as such have been aggregated into a single PBM reporting segment. As noted in Note 1, our SAAS segment includes the Specialty operations of CuraScript, and our SDS and PMG service lines. Prior to the third quarter of 2006, SDS and PMG were included in a separate PBS segment. During the third quarter, the operations of the Specialty business and the PBS unit were combined in order to capture the natural synergies between these two businesses, which share common products and customers. Accordingly, these two businesses are now combined into one reporting segment labeled Specialty and Ancillary Services. Prior period data has been reclassified to reflect the change in our operating and reporting segments.

We have reclassified certain amounts deemed immaterial between PBM revenue and PBM cost of revenue. There is no effect on consolidated gross profit.

Operating income is the measure used by our chief operating decision maker to assess the performance of each of our operating segments. The following table presents information about our reportable segments, including a reconciliation of operating income to income before income taxes, as of and for the years ended December 31:

<i>(in millions)</i>	PBM	SAAS	Total
2006			
Product revenue:			
Network revenues	\$ 8,797.4	\$ -	\$ 8,797.4
Home delivery revenues	5,166.0	3,285.8	8,451.8
Other revenues	-	115.2	115.2
Service revenues	163.0	132.6	295.6
Total revenues	14,126.4	3,533.6	17,660.0
Depreciation and amortization expense	63.7	37.3	101.0
Operating income	744.4	79.7	824.1
Interest income			13.7
Interest expense			(95.7)
Undistributed loss from joint venture			(1.6)
Income before income taxes			740.5
Capital expenditures	50.1	16.7	66.8

<i>(in millions)</i>	PBM	SAAS	Total
2005			
Product revenue:			
Network revenues	\$ 9,164.7	\$ -	\$ 9,164.7
Home delivery revenues	5,014.7	1,560.5	6,575.2
Other revenues	-	175.0	175.0
Service revenues	152.2	144.9	297.1
Total revenues	14,331.6	1,880.4	16,212.0
Depreciation and amortization expense	67.6	16.8	84.4
Operating income	561.8	81.3	643.1
Interest income			11.2
Interest expense			(37.2)
Undistributed loss from joint venture			(2.4)
Income before income taxes			614.7
Capital expenditures	49.4	10.4	59.8
2004			
Product revenue:			
Network revenues	\$ 9,387.3	\$ -	\$ 9,387.3
Home delivery revenues	4,770.9	619.7	5,390.6
Other revenues	-	128.4	128.4
Service revenues	100.7	107.7	208.4
Total revenues	14,258.9	855.8	15,114.7
Depreciation and amortization expense	60.4	9.7	70.1
Operating income	438.6	54.4	493.0
Interest income			3.8
Interest expense			(41.7)
Undistributed loss from joint venture			(4.5)
Income before income taxes			450.6
Capital expenditures	40.0	11.5	51.5
As of December 31, 2006			
Total assets	\$ 2,681.5	\$ 2,426.6	\$ 5,108.1
Investment in equity method investees	0.2	2.7	2.9
As of December 31, 2005			
Total assets	3,255.5	2,238.0	5,493.5
Investment in equity method investees	0.8	2.8	3.6
As of December 31, 2004			
Total assets	3,043.8	556.3	3,600.1
Investment in equity method investees	0.8	-	0.8

PBM product revenue consists of revenues from the dispensing of prescription drugs from our home delivery pharmacies and revenues from the sale of prescription drugs by retail pharmacies in our retail pharmacy networks. SAAS product revenues consist of distribution of certain specialty drugs and revenues from specialty distribution activities. PBM service revenue includes administrative fees associated with the administration of retail pharmacy networks contracted by certain clients, market research programs and informed decision counseling services. SAAS service revenue includes revenues from certain specialty distribution services, and sample distribution and accountability services.

Revenues earned by our Canadian PBM totaled \$37.0 million, \$31.4 million and \$26.1 million for the years ended December 31, 2006, 2005 and 2004, respectively. All other revenues are earned in the United States. Long-lived assets of our Canadian PBM (consisting primarily of fixed assets) totaled \$16.2 million, \$15.7 million and \$16.3 million as of December 31, 2006, 2005 and 2004, respectively. All other long-lived assets are domiciled in the United States.

12. Quarterly financial data (unaudited)

<i>(in millions, except per share data)</i>	Quarters			
	First	Second	Third	Fourth
Fiscal 2006				
Total revenues ^{(1) (2)}	\$ 4,380.0	\$ 4,421.1	\$ 4,330.2	\$ 4,528.7
Cost of revenues ^{(1) (2)}	4,035.4	4,057.5	3,955.9	4,114.2
Gross profit	344.6	363.6	374.3	414.5
Selling, general and administrative	161.1	171.1	168.6	172.1
Operating income	183.5	192.5	205.7	242.4
Net income	\$ 104.7	\$ 107.8	\$ 114.7	147.2
Basic earnings per share ⁽³⁾	\$ 0.71	\$ 0.76	\$ 0.84	\$ 1.09
Diluted earnings per share ⁽³⁾	\$ 0.70	\$ 0.75	\$ 0.83	\$ 1.07

<i>(in millions, except per share data)</i>	Quarters			
	First	Second	Third	Fourth ⁽⁴⁾
Fiscal 2005				
Total revenues ^{(1) (2)}	\$ 3,839.1	\$ 3,944.3	\$ 3,847.6	\$ 4,581.0
Cost of revenues ^{(1) (2)}	3,574.2	3,667.5	3,554.4	4,216.7
Gross profit	264.9	276.8	293.2	364.3
Selling, general and administrative	126.6	128.4	132.1	169.0
Operating income	138.3	148.4	161.1	195.3
-Net income	\$ 85.3	\$ 102.0	\$ 101.7	\$ 111.1
Basic earnings per share ⁽³⁾	\$ 0.58	\$ 0.69	\$ 0.70	\$ 0.75
Diluted earnings per share ⁽³⁾	\$ 0.57	\$ 0.68	\$ 0.68	\$ 0.75

- (1) Excludes estimated retail pharmacy co-payments of \$1,220.8 and \$1,483.7 for the three months ended March 31, 2006 and 2005, respectively, \$1,045.7 and \$1,460.2 for the three months ended June 30, 2006 and 2005, respectively, \$942.8 and \$1,413.3 for the three months ended September 30, 2006 and 2005, respectively, and \$966.0 and \$1,464.6 for the three months ended December 31, 2006 and 2005, respectively. These are amounts we instructed retail pharmacies to collect from members. We have no information regarding actual co-payments collected.
- (2) We have reclassified certain amounts deemed immaterial between PBM revenue and PBM cost of revenue in the years ended December 31, 2006 and 2005. There is no effect on consolidated gross profit.
- (3) Earnings per share have been restated to reflect the two-for-one stock split effective June 24, 2005.
- (4) Includes the acquisition of Priority Healthcare Corporation, Inc. effective October 14, 2005.

Item 9 — Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A — Controls and Procedures

Our management, with the participation of our chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and

15d–15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) as of December 31, 2006. Based on this evaluation, our chief executive officer and chief financial officer concluded that, as of December 31, 2006, our disclosure controls and procedures were (1) designed to ensure that material information relating to us, including our consolidated subsidiaries, is made known to our chief executive officer and chief financial officer by others within those entities, particularly during the period in which this report was being prepared, and (2) effective, in that they provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act are recorded, processed, summarized, and reported within the time periods specified in the SEC’s rules and forms.

Management’s Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as such term is defined in Rules 13a – 15(f) under the Exchange Act). Under the supervision and with the participation of our management, including our Chairman and Chief Executive Officer and our Senior Vice President and Chief Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on our evaluation under the framework in *Internal Control—Integrated Framework*, our management concluded that our internal control over financial reporting was effective as of December 31, 2006. Our management’s assessment of the effectiveness of our internal control over financial reporting as of December 31, 2006 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which is included herein.

Changes in Internal Control Over Financial Reporting

No change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during the quarter ended December 31, 2006 that has materially affected, or is reasonable likely to materially affect, our internal control over financial reporting.

PART III

Item 10 — Directors, Executive Officers and Corporate Governance

The information required by this item will be incorporated by reference from our definitive Proxy Statement for our 2006 Annual Meeting of Stockholders to be filed pursuant to Regulation 14A (the “Proxy Statement”) under the headings “I. Election of Directors,” “Section 16(a) Beneficial Ownership Reporting Compliance” and “Corporate Governance”; provided that the Report of the Compensation Committee on Executive Compensation and the Report of the Audit Committee contained in the Proxy Statement shall not be deemed to be incorporated herein; and further provided that some of the information regarding our executive officers required by Item 401 of Regulation S-K has been included in Part I of this report.

We have adopted a code of ethics that applies to our directors, officers and employees, including our principal executive officers, principal financial officer, principal accounting officer, controller, or persons performing similar functions (the “senior financial officers”). A copy of this code of business conduct and ethics is posted on the investor relations portion of our website at www.express-scripts.com/ourcompany/investor/, and a print copy is available to any stockholder who requests a copy. In the event the code of ethics is revised, or any waiver is granted under the code of ethics with respect to any director, executive officer or senior financial officer, notice of such revision or waiver will be posted on our website. Information included on our website is not part of this annual report.

Item 11 — Executive Compensation

The information required by this item will be incorporated by reference from the Proxy Statement under the headings “Directors’ Compensation,” “Compensation Committee Interlocks and Insider Participation” and “Executive Compensation.”

Item 12 — Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this item will be incorporated by reference from the Proxy Statement under the headings “Security Ownership of Certain Beneficial Owners and Management” and “Securities Authorized for Issuance under Equity Compensation Plans.”

Item 13 — Certain Relationships and Related Transactions

The information required by this item will be incorporated by reference from the Proxy Statement under the heading “Certain Relationships and Related Party Transactions” and “Corporate Governance.”

Item 14 – Principal Accountant Fees and Services

The information required by this item will be incorporated by reference from the Proxy Statement under the heading “Principal Accountant Fees.”

PART IV

Item 15 — Exhibits and Financial Statement Schedules

Documents filed as part of this Report:

(1) Financial Statements

The following report of independent accountants and our consolidated financial statements are contained in Item 8—Consolidated Financial Statements and Supplemental Data of this Report

Report of Independent Registered Public Accounting Firm

Consolidated Balance Sheet as of December 31, 2006 and 2005

Consolidated Statement of Operations for the years ended December 31, 2006, 2005 and 2004

Consolidated Statement of Changes in Stockholders' Equity for the years ended December 31, 2006, 2005 and 2004

Consolidated Statement of Cash Flows for the years ended December 31, 2006, 2005 and 2004

Notes to Consolidated Financial Statements

(2) The following financial statement schedule is contained in this Report.

II. Valuation and Qualifying Accounts and Reserves for the years ended December 31, 2006, 2005 and 2004

All other schedules are omitted because they are not applicable or the required information is shown in the consolidated financial statements or the notes thereto.

(3) List of Exhibits

See Index to Exhibits on the pages below. The Company agrees to furnish to the Securities and Exchange Commission, upon request, copies of any long-term debt instruments that authorize an amount of securities constituting 10% or less of the total assets of Express Scripts, Inc. and its subsidiaries on a consolidated basis.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

February 8, 2007

EXPRESS SCRIPTS, INC.

By: /s/ George Paz

George Paz
Chairman, President and
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ George Paz</u>		
George Paz	President, Chairman and Chief Executive Officer	February 8, 2007
<u>/s/ Edward Stiften</u>		
Edward Stiften	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	February 8, 2007
<u>/s/ Kelley Elliott</u>		
Kelley Elliott	Vice President, Chief Accounting Officer and Corporate Controller (Principal Accounting Officer)	February 8, 2007
<u>/s/ Gary G. Benanav</u>		
Gary G. Benanav	Director	February 8, 2007
<u>/s/ Frank J. Borelli</u>		
Frank J. Borelli	Director	February 8, 2007
<u>/s/ Maura C. Breen</u>		
Maura C. Breen	Director	February 7, 2007
<u>/s/ Nicholas J. LaHowchic</u>		
Nicholas J. LaHowchic	Director	February 8, 2007
<u>/s/ Thomas P. Mac Mahon</u>		

<u>Signature</u>	<u>Title</u>	<u>Date</u>
Thomas P. Mac Mahon	Director	February 7, 2007
<u>/s/ John O. Parker</u>		
John O. Parker	Director	February 8, 2007
<u>/s/ Samuel Skinner</u>		
Samuel Skinner	Director	February 8, 2007
<u>/s/ Seymour Sternberg</u>		
Seymour Sternberg	Director	February 8, 2007
<u>/s/ Barrett A. Toan</u>		
Barrett A. Toan	Director	February 8, 2007
<u>/s/ Howard L. Waltman</u>		
Howard L. Waltman	Director	February 8, 2007

EXPRESS SCRIPTS, INC.
Schedule II — Valuation and Qualifying Accounts and Reserves
Years Ended December 31, 2006, 2005, and 2004

Col. A	Col. B	Col. C		Col. D	Col. E
(in millions)		Additions			
Description	Balance at Beginning of Period	Charges to Costs and Expenses	Charges to Other Accounts	Deductions ⁽⁴⁾	Balance at End of Period
Allowance for Doubtful Accounts Receivable					
Year Ended 12/31/04	\$ 28.6	\$ 6.2	\$ 4.5 ⁽¹⁾	\$ 7.9	\$ 31.4
Year Ended 12/31/05	\$ 31.4	\$ 18.3	\$ 23.6 ⁽²⁾	\$ 15.4	\$ 57.9
Year Ended 12/31/06	\$ 57.9	\$ 17.7	\$ 22.0 ⁽³⁾	\$ 20.5	\$ 77.1
Valuation Allowance for Deferred Tax Assets					
Year Ended 12/31/04	\$ -	\$ -	\$ -	\$ -	\$ -
Year Ended 12/31/05	\$ -	\$ 4.1	\$ -	\$ -	\$ 4.1
Year Ended 12/31/06	\$ 4.1	\$ 1.9	\$ -	\$ -	\$ 6.0

(1) Represents the opening balance sheet for our January 30, 2004 acquisition of CuraScript.

(2) Represents the opening balance sheet for our October 14, 2005 acquisition of Priority.

(3) Represents the adjusting entries made to the opening balance sheet to increase Priority's allowance for doubtful accounts receivable in 2006.

(4) Except as otherwise described, these deductions are primarily write-offs of receivable amounts, net of any recoveries.

INDEX TO EXHIBITS
(Express Scripts, Inc. – Commission File Number 0-20199)

<u>Exhibit Number</u>	<u>Exhibit</u>
2.1 ¹	Agreement and Plan of Merger, dated July 21, 2005, by and among the Company, Pony Acquisition Corporation, and Priority Healthcare Corporation, incorporated by reference to Exhibit No. 2.1 to the Company's Current Report on Form 8-K filed July 22, 2005.
3.1	Amended and Restated Certificate of Incorporation of the Company, as amended, incorporated by reference to Exhibit 3.1 to the Company's Annual Report on Form 10-K for the year ending December 31, 2001.
3.2	Certificate of Amendment to the Certificate of Incorporation of the Company dated June 2, 2004, incorporated by reference to Exhibit No. 3.2 to the Company's Quarterly Report on Form 10-Q for the quarter ending June 30, 2004.
3.3	Certificate of Amendment to the Certificate of Incorporation of the Company dated May 24, 2006, incorporated by reference to Exhibit No. 3.3 to the Company's Quarterly Report on Form 10-Q for the quarter ending June 30, 2006.
3.4	Third Amended and Restated Bylaws, incorporated by reference to Exhibit No. 3.3 to the Company's Quarterly Report on Form 10-Q for the quarter ending June 30, 2004.
4.1	Form of Certificate for Class A Common Stock, incorporated by reference to Exhibit No. 4.1 to the Company's Registration Statement on Form S-1 filed June 9, 1992 (Registration Number 33-46974).
4.2	Stockholder and Registration Rights Agreement, dated as of October 6, 2000, between the Company and New York Life Insurance Company, incorporated by reference to Exhibit No. 4.2 to the Company's Amendment No. 1 to Registration Statement on Form S-3 filed October 17, 2000 (Registration Number 333-47572).
4.3	Asset Acquisition Agreement, dated October 17, 2000, between NYLIFE Healthcare Management, Inc., the Company, NYLIFE LLC and New York Life Insurance Company, incorporated by reference to Exhibit No. 4.3 to the Company's amendment No. 1 to the Registration Statement on Form S-3 filed October 17, 2000 (Registration Number 333-47572).
4.4	Amendment dated April 25, 2003 to the Stockholder and Registration Rights Agreement dated as of October 6, 2000 between the Company and New York Life Insurance Company, incorporated by reference to Exhibit No. 4.8 to the Company's Quarterly Report on Form 10-Q for the quarter ending March 31, 2003.
4.5	Rights Agreement, dated as of July 25, 2001, between the Corporation and American Stock Transfer & Trust Company, as Rights Agent, which includes the Certificate of Designations for the Series A Junior Participating Preferred Stock as Exhibit A, the Form of Right Certificate as Exhibit B and the Summary of Rights to Purchase Preferred Shares as Exhibit C, incorporated by reference to Exhibit No. 4.1 to the Company's Current Report on Form 8-K filed July 31, 2001.
4.6	Amendment No. 1 to the Rights Agreement between the Corporation and American Stock Transfer & Trust Company, as Rights Agent, dated May 25, 2005, incorporated by reference to Exhibit No. 10.1 to the Company's Current Report on Form 8-K filed May 31, 2005.
10.1 ³	Amended and Restated Express Scripts, Inc. 1992 Employee Stock Option Plan, incorporated by reference to Exhibit No. 10.78 to the Company's Annual Report on Form 10-K for the year ending December 31, 1994.

- 10.2³ First Amendment to Express Scripts, Inc. Amended and Restated 1992 Stock Option Plan incorporated by reference to Exhibit D to the Company's Proxy Statement dated April 22, 1999.
- 10.3³ Second Amendment to Express Scripts, Inc. Amended and Restated 1992 Stock Option Plan incorporated by reference to Exhibit F to the Company's Proxy Statement dated April 22, 1999.
- 10.4³ Amended and Restated Express Scripts, Inc. Stock Option Plan for Outside Directors, incorporated by reference to Exhibit No. 10.79 to the Company's Annual Report on Form 10-K for the year ending December 31, 1994.
- 10.5³ First Amendment to Express Scripts, Inc. Amended and Restated 1992 Stock Option Plan for Outside Directors incorporated by reference to Exhibit A to the Company's Proxy Statement dated April 9, 1996.
- 10.6³ Second Amendment to Express Scripts, Inc. Amended and Restated 1992 Stock Option Plan for Outside Directors incorporated by reference to Exhibit G to the Company's Proxy Statement dated April 22, 1999.
- 10.7³ Amended and Restated Express Scripts, Inc. 1994 Stock Option Plan incorporated by reference to Exhibit No. 10.80 to the Company's Annual Report on Form 10-K for the year ending December 31, 1994.
- 10.8³ First Amendment to Express Scripts, Inc. Amended and Restated 1994 Stock Option Plan incorporated by reference to Exhibit A to the Company's Proxy Statement dated April 16, 1997.
- 10.9³ Second Amendment to Express Scripts, Inc. Amended and Restated 1994 Stock Option Plan incorporated by reference to Exhibit A to the Company's Proxy Statement dated April 21, 1998.
- 10.10³ Third Amendment to Express Scripts, Inc. Amended and Restated 1994 Stock Option Plan, incorporated by reference to Exhibit C to the Company's Proxy Statement dated April 22, 1999.
- 10.11³ Fourth Amendment to Express Scripts, Inc. Amended and Restated 1994 Stock Option Plan, incorporated by reference to Exhibit E to the Company's Proxy Statement dated April 22, 1999.
- 10.12³ Amended and restated Express Scripts, Inc. 2000 Long-Term Incentive Plan, incorporated by reference to Exhibit No. 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ending June 30, 2001.
- 10.13³ Second Amendment to the Express Scripts, Inc. 2000 Long-Term Incentive Plan, incorporated by reference to Exhibit No. 10.27 to the Company's Annual Report on Form 10-K for the year ended December 31, 2001.
- 10.14³ Third Amendment to the Express Scripts, Inc. 2000 Long-Term Incentive Plan, incorporated by reference to Exhibit A to the Company's Proxy Statement filed April 18, 2006.
- 10.15³ Amended and Restated Express Scripts, Inc. Employee Stock Purchase Plan, incorporated by reference to Exhibit No. 10.1 to the Company's Current Report on Form 8-K filed December 15, 2005.
- 10.16³ Express Scripts, Inc. Executive Deferred Compensation Plan, as amended and restated, incorporated by reference to Exhibit B to the Company's Proxy Statement dated April 28, 2003.
- 10.17³ Executive Employment Agreement, dated as of April 11, 2005, and effective as of April 1, 2005, between the Company and George Paz, incorporated by reference to Exhibit No. 10.1 to the Company's Current Report on Form 8-K filed April 14, 2005.

- 10.18³ Form of Executive Employment Agreement entered into between the Company and certain key executives (including all of the Company's named executive officers other than Mr. Paz), incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed May 4, 2006.
- 10.19³ Consulting Agreement, dated as of March 24, 2005, and effective as of March 31, 2005, between the Company and Barrett A. Toan, incorporated by reference to Exhibit No. 10.1 to the Company's Current Report on Form 8-K filed March 30, 2005.
- 10.20³ Form of Restricted Stock Agreement used with respect to grants of restricted stock by the Company under the Express Scripts, Inc. 2000 Long-Term Incentive Plan, incorporated by reference to Exhibit No. 10.7 to the Company's Quarterly Report on Form 10-Q for the quarter ending September 30, 2004.
- 10.21³ Form of Performance Share Award Agreement used with respect to grants of performance shares by the Company under the Express Scripts, Inc. 2000 Long-Term Incentive Plan, incorporated by reference to Exhibit No. 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ending June 30, 2006.
- 10.22³ Form of Stock Appreciation Right Award Agreement used with respect to grants of stock appreciation rights under the Express Scripts, Inc. 2000 Long-Term Incentive Plan, incorporated by reference to Exhibit No. 10.2 to the Company's Current Report on Form 8-K filed March 7, 2006.
- 10.23³ Form of Waiver and Modification entered into between the Company and certain key executives (including all of the Company's named executive officers), incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed December 21, 2006.
- 10.24³ Description of Compensation Payable to Non-Employee Directors incorporated by reference to Exhibit No. 10.3 to the Company's Quarterly Report on Form 10-Q for the quarter ending March 31, 2005.
- 10.25³ Summary of Named Executive Officer 2006 Salaries, 2005 Bonus Awards, 2006 Bonus Potential and 2006 Equity and Performance Awards, incorporated by reference to Exhibit No. 10.1 to the Company's Current Report on Form 8-K filed March 7, 2006.
- 10.26 Form of Indemnification Agreement entered into between the Company and each member of its Board of Directors, and between the Company and certain key executives (including all of the Company's named executive officers), incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed December 29, 2006.
- 10.27 Credit Agreement, dated as of October 14, 2005, among Express Scripts, Inc., Credit Suisse, as administrative agent, Citigroup Global Markets Inc., as syndication agent, Bank of Nova Scotia, Calyon New York Branch, Deutsche Bank Securities Inc., JPMorgan Chase Bank, N.A., The Royal Bank of Scotland plc, Sun Trust and Union Bank of California, as co-documentation agents and the lenders named therein, incorporated by reference to Exhibit No. 10.1 to the Company's Current Report on Form 8-K filed October 14, 2005.
- 21.1² List of Subsidiaries.
- 23.1² Consent of PricewaterhouseCoopers LLP, an independent registered public accounting firm.
- 31.1² Certification by George Paz, as President, Chief Executive Officer and Chairman of Express Scripts, Inc., pursuant to Exchange Act Rule 13a-14(a).
- 31.2² Certification by Edward Stiften, as Senior Vice President and Chief Financial Officer of Express Scripts, Inc., pursuant to Exchange Act Rule 13a-14(a).
- 32.1² Certification by George Paz, as Chairman, President and Chief Executive Officer of Express Scripts, Inc., pursuant to 18 U.S.C. 1350 and Exchange Act Rule 13a-14(b).

32.2² Certification by Edward Stiften, as Senior Vice President and Chief Financial Officer of Express Scripts, Inc., pursuant to 18 U.S.C.ss. 1350 and Exchange Act Rule 13a-14(b).

- 1 The Company agrees to furnish supplementally a copy of any omitted schedule to this agreement to the Commission upon request.
- 2 Filed herein.
- 3 Management contract or compensatory plan or arrangement.

EXHIBIT 21.1

The following is a list of all of the Company's subsidiaries, regardless of the materiality of their operations. Each of these subsidiaries is included in the Company's Consolidated Financial Statements for the period ending December 31, 2006.

<u>Subsidiary</u>	<u>State of Organization</u>	<u>D/B/A</u>
Acuity Health Solutions, Inc.	Florida	None
Airport Holdings, LLC	New Jersey	None
Byfield Drug, Inc.	Massachusetts	None
Central Fill, Inc.	Pennsylvania	None
CFI New Jersey, Inc.	New Jersey	None
Chesapeake Infusion, Inc.	Florida	None
CuraScript, Inc.	Delaware	CuraScript SP Specialty Pharmacy
CuraScript PBM Services, Inc.	Delaware	CuraScript
CuraScript Infusion Pharmacy, Inc.	Kentucky	CuraScript IP Infusion Pharmacy
Custom Medical Products, Inc.	Florida	None
Diversified NY IPA, Inc.	New York	None
Diversified Pharmaceutical Services (Puerto Rico), Inc.	Puerto Rico	None
Diversified Pharmaceutical Services, Inc.	Minnesota	None
ESI Canada	Ontario, Canada	None
ESI Claims, Inc.	Delaware	None
ESI Enterprises, LLC	Delaware	None
ESI-GP Canada, ULC	Nova Scotia, Canada	None
ESI-GP Holdings, Inc.	Delaware	None
ESI Mail Pharmacy Service, Inc.	Delaware	None
ESI Partnership	Delaware	None
ESI Realty, LLC	New Jersey	None
ESI Resources, Inc.	Minnesota	None
Express Scripts Canada Co.	Nova Scotia, Canada	None
Express Scripts Canada Holding, Co.	Delaware	None
Express Scripts Insurance Company	Arizona	None
Express Scripts Pharmaceutical Procurement, LLC	Delaware	None
Express Scripts Sales Development Co.	Delaware	None
Express Scripts Senior Care, Inc.	Delaware	None
Express Scripts Senior Care Holdings, Inc.	Delaware	None
Express Scripts Specialty Distribution Services, Inc.	Delaware	None
Express Scripts Utilization Management Co.	Delaware	None
Freco, Inc.	Florida	None
Freedom Service Company, LLC	Florida	None
Healthbridge Reimbursement and Product Support, Inc.	Massachusetts	None
iBIOLogic, Inc.	Delaware	None
Intecare Pharmacies, Ltd.	Ontario, Canada	None
IVTx, Inc.	Delaware	None
KEW Corp.	Delaware	None
Lynnfield Compounding Center, Inc.	Florida	Freedom FP Fertility Pharmacy
Lynnfield Drug, Inc.	Florida	Freedom Fertility Pharmacy
Matrix GPO, LLC	Indiana	None
National Prescription Administrators, Inc.	New Jersey	NPA
NPA of New York IPA, Inc.	New York	None
PHF, Inc.	Nevada	None

PHRC, Inc.	Nevada	None
Phoenix Marketing Group, LLC	Delaware	Phoenix
Priorityhealthcare.com, Inc.	Florida	None
Priority Healthcare Corporation	Indiana	None
Priority Healthcare Corporation West	Nevada	None
Priority Healthcare Distribution, Inc.	Florida	CuraScript SD Specialty Distribution
Priority Healthcare Pharmacy, Inc.	Florida	None
Sinuspharmacy, Inc.	Florida	None
Specialty Infusion Pharmacy, Inc.	Florida	None
Spectracare, Inc.	Kentucky	None
Spectracare Healthcare Ventures, Inc.	Kentucky	None
Spectracare of Indiana	Indiana	None
Spectracare Infusion Pharmacy, Inc.	Kentucky	None
Spectracare Management Services – Kentucky, Inc.	Kentucky	None
Value Health, Inc.	Delaware	None
ValueRx of Michigan, Inc.	Michigan	None
YourPharmacy.com, Inc.	Delaware	None

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Forms S-8 (Nos. 333-136616, 333-110573, 333-43336, 333-80255, 333-72441, 333-69855, 333-48779, 333-48767, 333-48765, 333-27983, 333-04291, 33-64094, 33-64278, 33-93106) and Form S-4 (No. 33-14001) of Express Scripts, Inc. of our report dated February 8, 2007 relating to the financial statements, financial statement schedule, management's assessment of the effectiveness of internal control over financial reporting and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/PricewaterhouseCoopers LLP
St. Louis, Missouri
February 8, 2007

Exhibit 31.1

I, George Paz, certify that:

1. I have reviewed this annual report on Form 10-K of Express Scripts, Inc.;
2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)), for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this annual report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 8, 2007

/s/George Paz
George Paz, President,
Chief Executive Officer and Chairman

Exhibit 31.2

I, Edward Stiften, certify that:

1. I have reviewed this annual report on Form 10-K of Express Scripts, Inc.;
2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)), for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this annual report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 8, 2007

/s/Edward Stiften

Edward Stiften, Senior Vice President and
Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AND RULE 13a-14(b) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

In connection with the accompanying Annual Report on Form 10-K (the "Report") of Express Scripts, Inc. (the "Company") for the period ended December 31, 2006, I, George Paz, President, Chief Executive Officer and Chairman of the Company, certify, to the best of my knowledge, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, and Exchange Act Rule 13a-14(b) under the Securities Exchange Act of 1934, as amended (the "Exchange Act") that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

BY: /s/George Paz
George Paz
President, Chief Executive Officer and Chairman
Express Scripts, Inc.

Date: February 8, 2007

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AND RULE 13a-14(b) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

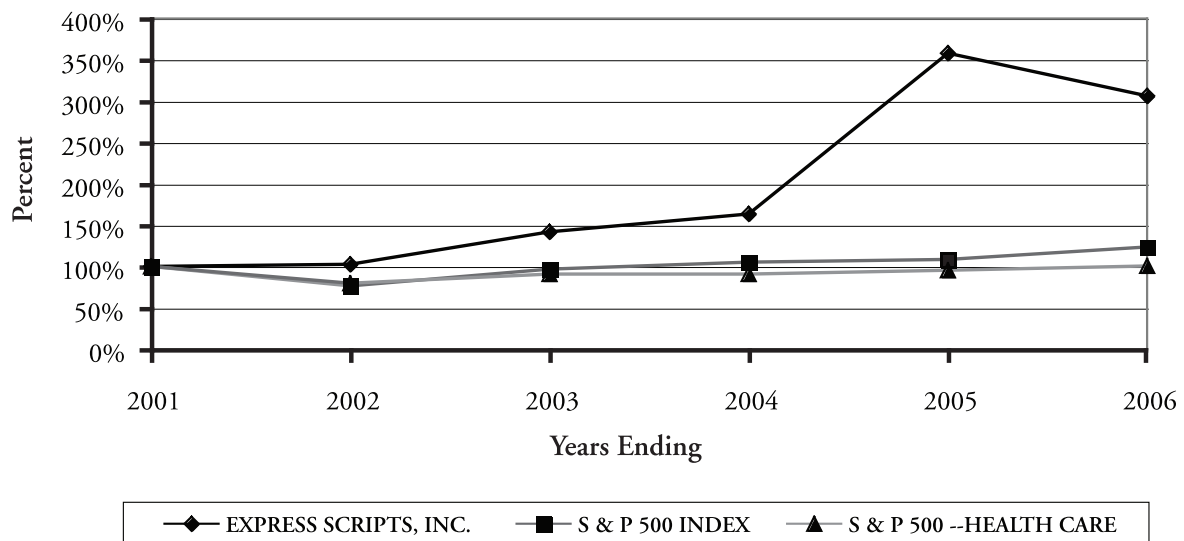
In connection with the accompanying Annual Report on Form 10-K (the "Report") of Express Scripts, Inc. (the "Company") for the period ended December 31, 2006, I, Edward Stiften, Senior Vice President and Chief Financial Officer of the Company, certify, to the best of my knowledge, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, and Exchange Act Rule 13a-14(b) under the Securities Exchange Act of 1934, as amended (the "Exchange Act") that:

- (3) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act; and
- (4) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

BY: /s/Edward Stiften
Edward Stiften
Senior Vice President and Chief Financial Officer
Express Scripts, Inc.

Date: February 8, 2007

TOTAL SHAREHOLDER RETURNS



Total Return to Shareholders (Dividends Reinvested Monthly)						
Company/Index	Indexed Returns					
	Base Period	Years Ending				
	Dec-01	Dec-02	Dec-03	Dec-04	Dec-05	Dec-06
Express Scripts, Inc.	100	102.74	142.09	163.47	358.43	306.24
S & P 500 Index	100	76.63	96.85	105.56	108.73	123.54
S & P – Health Care	100	80.03	90.68	90.89	95.31	100.82

[illegible]

General Stockholders' Information

Market Information

Our Common Stock is traded on the Nasdaq National Market ("NASDAQ") tier of The NASDAQ Stock Market under the symbol ESRX. The high and low prices, as reported by the NASDAQ, are set forth below for the periods indicated.

Fiscal Year 2006

Common Stock

	High	Low
First Quarter	\$95.00	\$82.15
Second Quarter	88.88	63.83
Third Quarter	84.97	68.81
Fourth Quarter	77.80	58.79

Fiscal Year 2005

Common Stock

	High	Low
First Quarter	\$43.88	\$36.54
Second Quarter	52.50	42.05
Third Quarter	62.47	45.04
Fourth Quarter	90.80	59.40

Holders

As of December 31, 2006, there were 450 stockholders of record of our Common stock. We estimate there are approximately 108,077 beneficial owners of the Common Stock.

Annual Meeting

The 2007 Annual Meeting of Stockholders is scheduled to be held on May 23, 2007, at 9:30 a.m. at our corporate headquarters: One Express Way, 8555 University Place Dr., St. Louis, MO 63121.

Dividends

The Board of Directors has not declared any cash dividends on our common stock since the initial public offering. The Board of Directors does not currently intend to declare any cash dividends in the foreseeable future. The terms of our existing credit facility and the indenture under which our public debt was issued contain certain restrictions on our ability to declare or pay cash dividends.

Transfer Agent and Registrar

American Stock Transfer & Trust Company
40 Wall St.
New York, New York 10005

Corporate Offices

Express Scripts, Inc.
One Express Way
8555 University Place Dr.
St. Louis, MO 63121

Independent Accountants

PricewaterhouseCoopers LLP
800 Market St.
St. Louis, Missouri 63101

Board of Directors

Gary G. Benanav⁽³⁾

Director, Chairman of the Compensation Committee
Retired Vice Chairman,
New York Life Insurance Company

Frank J. Borelli^{(1) (2)}

Director, Chairman of the Audit Committee
Retired Chief Financial Officer,
Marsh & McLennan

Maura C. Breen⁽²⁾

Director
Senior Vice President,
Verizon Communications

Nick Lahowchic^{(2) (4)}

Director, Chairman of the Compliance Committee
President and Chief Executive Officer,
Limited Logistics Services

Tom Mac Mahon⁽³⁾

Director
Chairman and Retired Chief Executive Officer,
Laboratory Corporation of America Holdings (LabCorp)

John O. Parker^{(1) (2)}

Director
Venture Partner,
Rho Ventures, LLC

George Paz

Chairman of the Board
President and Chief Executive Officer,
Express Scripts

Samuel Skinner⁽⁴⁾

Director
Retired Chairman,
Chief Executive Officer and President,
USF Corporation

Seymour Sternberg^{(1) (4)}

Director
Chairman, President and Chief Executive Officer,
New York Life Insurance Company

Barrett A. Toan

Director
Retired Chief Executive Officer,
Express Scripts

Howard L. Waltman^{(1) (3)}

Director, Chairman of the Corporate Governance Committee

(1) Member of Corporate Governance Committee

(2) Member of Audit Committee

(3) Member of Compensation Committee

(4) Member of Compliance Committee



EXPRESS SCRIPTS®

Exhibit B



DEPARTMENT OF HEALTH & HUMAN SERVICES

Office of Inspector General

Washington, D.C. 20201

JAN - 3 2008

TO: Kerry Weems
Acting Administrator
Centers for Medicare & Medicaid Services

FROM: Daniel R. Levinson
Inspector General

Daniel R. Levinson

SUBJECT: Review of the Relationship Between Medicare Part D Payments to Local, Community Pharmacies and the Pharmacies' Drug Acquisition Costs (A-06-07-00107)

The attached final report presents the results of our review of the relationship between Medicare Part D payments to local, community pharmacies and the pharmacies' drug acquisition costs. We conducted this review at the request of 33 Senators.

Under Medicare Part D, the Centers for Medicare & Medicaid Services (CMS) contracts with Part D sponsors to offer prescription drug benefits to eligible individuals. Pharmacies contract with these sponsors to obtain Part D reimbursement for prescription drugs dispensed to individuals enrolled in Part D plans. The sponsors pay pharmacies a rate for ingredient costs (i.e., drug acquisition costs), usually a published average wholesale price of the drug minus some percentage, as well as a dispensing fee.

Our objectives were to (1) analyze the relationship between Medicare Part D payments, excluding dispensing fees, to local, community pharmacies and the pharmacies' drug acquisition costs and (2) estimate Part D dispensing fees and compare them with Medicaid dispensing fees.

Medicare Part D payments, excluding dispensing fees, to local, community pharmacies exceeded the pharmacies' drug acquisition costs by an estimated 18.1 percent when our analysis included rebates that drug wholesalers paid to pharmacies. Excluding rebates, Part D payments exceeded drug acquisition costs by an estimated 17.3 percent. The estimated difference between Part D payments and drug acquisition costs was \$9.13 per prescription including rebates and \$8.78 excluding rebates.

The estimated average Medicare Part D dispensing fee paid to local, community pharmacies was \$2.27 per prescription, about \$2 less than the average Medicaid dispensing fee.

Page 2 – Kerry Weems

We recommend that Congress and CMS consider the results of our review, including the data provided, in any deliberations regarding Medicare Part D reimbursement.

In its written comments on our draft report, CMS concurred with our recommendation.

Pursuant to the principles of the Freedom of Information Act, 5 U.S.C. § 552, as amended by Public Law 104-231, Office of Inspector General reports generally are made available to the public to the extent the information is not subject to exemptions in the Act (45 CFR part 5). Accordingly, within 10 business days after this report is issued, it will be posted on the Internet at <http://oig.hhs.gov>.

Please send us your final management decision, including any action plan, as appropriate, within 60 days. If you have any questions or comments about this report, please do not hesitate to call me, or your staff may contact George M. Reeb, Assistant Inspector General for the Centers for Medicare & Medicaid Audits, at (410) 786-7104 or through e-mail at George.Reeb@oig.hhs.gov. Please refer to report number A-06-07-00107 in all correspondence.

Attachment

Department of Health and Human Services

**OFFICE OF
INSPECTOR GENERAL**

**REVIEW OF THE RELATIONSHIP
BETWEEN MEDICARE PART D
PAYMENTS TO LOCAL,
COMMUNITY PHARMACIES AND
THE PHARMACIES' DRUG
ACQUISITION COSTS**



Daniel R. Levinson
Inspector General

January 2008
A-06-07-00107

Office of Inspector General

<http://oig.hhs.gov>

The mission of the Office of Inspector General (OIG), as mandated by Public Law 95-452, as amended, is to protect the integrity of the Department of Health and Human Services (HHS) programs, as well as the health and welfare of beneficiaries served by those programs. This statutory mission is carried out through a nationwide network of audits, investigations, and inspections conducted by the following operating components:

Office of Audit Services

The Office of Audit Services (OAS) provides all auditing services for HHS, either by conducting audits with its own audit resources or by overseeing audit work done by others. Audits examine the performance of HHS programs and/or its grantees and contractors in carrying out their respective responsibilities and are intended to provide independent assessments of HHS programs and operations. These assessments help reduce waste, abuse, and mismanagement and promote economy and efficiency throughout HHS.

Office of Evaluation and Inspections

The Office of Evaluation and Inspections (OEI) conducts national evaluations to provide HHS, Congress, and the public with timely, useful, and reliable information on significant issues. Specifically, these evaluations focus on preventing fraud, waste, or abuse and promoting economy, efficiency, and effectiveness in departmental programs. To promote impact, the reports also present practical recommendations for improving program operations.

Office of Investigations

The Office of Investigations (OI) conducts criminal, civil, and administrative investigations of allegations of wrongdoing in HHS programs or to HHS beneficiaries and of unjust enrichment by providers. The investigative efforts of OI lead to criminal convictions, administrative sanctions, or civil monetary penalties.

Office of Counsel to the Inspector General

The Office of Counsel to the Inspector General (OCIG) provides general legal services to OIG, rendering advice and opinions on HHS programs and operations and providing all legal support in OIG's internal operations. OCIG imposes program exclusions and civil monetary penalties on health care providers and litigates those actions within HHS. OCIG also represents OIG in the global settlement of cases arising under the Civil False Claims Act, develops and monitors corporate integrity agreements, develops compliance program guidances, renders advisory opinions on OIG sanctions to the health care community, and issues fraud alerts and other industry guidance.

Notices

THIS REPORT IS AVAILABLE TO THE PUBLIC at <http://oig.hhs.gov>

In accordance with the principles of the Freedom of Information Act (5 U.S.C. 552, as amended by Public Law 104-231), Office of Inspector General, Office of Audit Services reports are made available to members of the public to the extent the information is not subject to exemptions in the act. (See 45 CFR part 5.)

OAS FINDINGS AND OPINIONS

The designation of financial or management practices as questionable or a recommendation for the disallowance of costs incurred or claimed, as well as other conclusions and recommendations in this report, represent the findings and opinions of the HHS/OIG/OAS. Authorized officials of the HHS divisions will make final determination on these matters.



EXECUTIVE SUMMARY

BACKGROUND

Title I of the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 established the Medicare Part D prescription drug program. Under Part D, which began January 1, 2006, individuals entitled to benefits under Part A or enrolled in Part B may obtain drug coverage.

The Centers for Medicare & Medicaid Services (CMS), which administers Medicare, contracts with Part D sponsors to offer prescription drug benefits to eligible individuals. Pharmacies contract with these sponsors to obtain Part D reimbursement for prescription drugs dispensed to individuals enrolled in Part D plans. The sponsors pay pharmacies a rate for ingredient costs (i.e., drug acquisition costs), usually a published average wholesale price of the drug minus some percentage, as well as a dispensing fee.

In a letter dated June 6, 2006, 33 Senators requested that we analyze three issues related to local, community pharmacies' participation in the Medicare Part D program: network adequacy, contracting, and reimbursement. This report, which addresses the reimbursement aspect of the request, is based on our reviews of Part D payments and drug acquisition costs at 100 statistically selected pharmacies in September 2006.

OBJECTIVES

Our objectives were to (1) analyze the relationship between Medicare Part D payments, excluding dispensing fees, to local, community pharmacies and the pharmacies' drug acquisition costs and (2) estimate Part D dispensing fees and compare them with Medicaid dispensing fees.

SUMMARY OF RESULTS

Medicare Part D payments, excluding dispensing fees, to local, community pharmacies exceeded the pharmacies' drug acquisition costs by an estimated 18.1 percent when our analysis included rebates that drug wholesalers paid to pharmacies. Excluding rebates, Part D payments exceeded drug acquisition costs by an estimated 17.3 percent. The estimated difference between Part D payments and drug acquisition costs was \$9.13 per prescription including rebates and \$8.78 excluding rebates. Our analyses also found that, including rebates:

- Payments to pharmacies that were members of group purchasing organizations exceeded drug acquisition costs by an estimated 18.3 percent, compared with 17.7 percent for nonmember pharmacies. Member pharmacies received rebates on more drugs that were common to both member and nonmember pharmacies than did nonmember pharmacies.
- Payments to rural pharmacies exceeded drug acquisition costs by an estimated 18.9 percent, compared with 17.3 percent for nonrural pharmacies. The percentage difference appears to be related to the mix of generic and brand-name drugs dispensed rather than a difference in Part D payment rates. Rural pharmacies filled more generic prescriptions than did nonrural pharmacies. The percentage difference between Part D

payments and drug acquisition costs was significantly higher for generic drugs than for brand-name drugs.

The estimated average Medicare Part D dispensing fee paid to local, community pharmacies was \$2.27 per prescription, about \$2 less than the average Medicaid dispensing fee.

RECOMMENDATION

We recommend that Congress and CMS consider the results of our review, including the data provided, in any deliberations regarding Medicare Part D reimbursement.

CENTERS FOR MEDICARE & MEDICAID SERVICES COMMENTS

In its written comments on our draft report, CMS concurred with our recommendation. The full text of CMS's comments is included as Appendix G.

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION.....	1
BACKGROUND	1
Senate Request Letter	1
Medicare Part D Reimbursement of Drugs.....	1
National Council for Prescription Drug Programs Pharmacy Database	2
National Drug Codes.....	2
First DataBank, Inc., Drug Database	2
OBJECTIVES, SCOPE, AND METHODOLOGY	3
Objectives	3
Scope and Methodology	3
RESULTS OF REVIEW	5
RELATIONSHIP BETWEEN PAYMENTS AND DRUG ACQUISITION COSTS	5
Comparison of Group Purchasing Organization Member and Nonmember Pharmacies	6
Comparison of Rural and Nonrural Pharmacies	7
DISPENSING FEES	8
Estimated Average Part D Dispensing Fees	8
Comparison of Part D and Medicaid Dispensing Fees	8
RECOMMENDATION.....	9
CENTERS FOR MEDICARE & MEDICAID SERVICES COMMENTS	9
OFFICE OF INSPECTOR GENERAL RESPONSE	9
OTHER MATTER: DISPENSING COSTS.....	10
SELECTED PHARMACIES' ESTIMATES	10
RECENT STUDIES.....	10
CENTERS FOR MEDICARE & MEDICAID SERVICES COMMENTS	11
OFFICE OF INSPECTOR GENERAL RESPONSE	11

APPENDIXES

A – SAMPLE DESCRIPTION

B – PROJECTION RESULTS

C – PERCENTAGE DIFFERENCE BETWEEN PART D PAYMENTS AND DRUG
ACQUISITION COSTS FOR EACH SELECTED PHARMACY

D – AVERAGE DOLLAR DIFFERENCE BETWEEN PART D PAYMENTS AND
DRUG ACQUISITION COSTS PER PRESCRIPTION FOR EACH SELECTED
PHARMACY

E – BREAKDOWN OF PRESCRIPTIONS ANALYZED

F – SELECTED PHARMACIES' AVERAGE PART D DISPENSING FEES

G – CENTERS FOR MEDICARE & MEDICAID SERVICES COMMENTS

INTRODUCTION

BACKGROUND

Senate Request Letter

In a letter dated June 6, 2006, 33 Senators requested that we analyze three issues related to local, community pharmacies' participation in the Medicare Part D program: network adequacy, contracting, and reimbursement. With respect to reimbursement, the Senators requested that we analyze reimbursement from Medicare prescription drug plans to local, community pharmacies relative to the pharmacies' costs of acquiring and dispensing prescription drugs.¹ Additionally, the Senators stated: "We are also concerned about the sufficiency of reimbursement that local, community pharmacies receive from Medicare prescription drug plans. Pharmacists have informed us that in many cases, reimbursements fall well below their costs, which will undermine the long-term viability of local pharmacies and the MMA [Medicare Prescription Drug, Improvement, and Modernization Act] goal of ensuring beneficiaries' access to them."

This report addresses the reimbursement aspect of the request. We have issued a separate report addressing network adequacy (OEI-05-06-00320), and we will address contracting in two upcoming reports.

Medicare Part D Reimbursement of Drugs

Title I of the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 significantly expanded the Medicare program set forth in Title 18 of the Social Security Act by establishing the Medicare Part D prescription drug program. Under Part D, which began January 1, 2006, individuals entitled to benefits under Part A or enrolled in Part B may obtain drug coverage. Covered drugs include drugs and biological products dispensed by prescription, as well as insulin and supplies associated with insulin injection.²

Unlike Parts A and B of the Medicare program, under which Medicare acts as the payer and insurer and generally pays on a fee-for-service basis, the prescription drug benefit is based on a private market model. The Centers for Medicare & Medicaid Services (CMS) contracts with prescription drug plans and Medicare Advantage plans, which then act as the payers and insurers for prescription drug benefits. CMS refers to these private entities as Part D sponsors. Retail pharmacies contract with Part D sponsors to obtain reimbursement for prescription drugs dispensed to Part D beneficiaries. The sponsors pay pharmacies a rate for ingredient costs (i.e., drug acquisition costs), usually a published average wholesale price of the drug minus some percentage, as well as a dispensing fee. Dispensing fees help pharmacies cover the costs of filling prescriptions. According to a recent study, dispensing costs could include such costs as

¹We defined local, community pharmacies as independent retail or franchise retail pharmacies for this review.

²Title 18 of the Social Security Act, sections 1860D-1(a)(2) and (3)(A) and 1860D-2(e)(1)(A) and (B).

payroll for prescription department employees and facility costs (e.g., rent, utilities, and maintenance costs).³

National Council for Prescription Drug Programs Pharmacy Database

The National Council for Prescription Drug Programs, Inc. (NCPDP), maintains a database of licensed pharmacies. As of October 2, 2006, the NCPDP Pharmacy Database contained 59,848 retail pharmacies in the United States and Puerto Rico classified as chain, independent, or franchise. As defined by NCPDP, a chain pharmacy is part of a group of four or more pharmacies under common ownership; an independent pharmacy is part of a group of three or fewer pharmacies under common ownership; and a franchise pharmacy is independently owned but has a franchise agreement with another company to receive marketing, training, and/or other support.^{4 5}

National Drug Codes

The Drug Listing Act of 1972 requires registered drug establishments to provide the Food and Drug Administration with a list of all drugs manufactured, prepared, propagated, compounded, or processed for commercial distribution.⁶ Drug establishments identify and report drugs using a unique, three-segment number called the National Drug Code (NDC), which is a universal product identifier for drugs for human use. The first segment, the labeler code, identifies the labeler, which is any firm that manufactures or distributes (under its own name) the drug. The second segment, the product code, identifies a specific strength, dosage form, and formulation for a particular labeler. The third segment, the package code, identifies the package size and type.

First DataBank, Inc., Drug Database

The National Drug Data File Plus™, maintained by First DataBank, Inc., includes descriptive information for all drugs approved by the Food and Drug Administration. The database contains, by NDC, such information as whether a drug is prescribed or purchased over the counter, whether a drug is brand name or generic, a product's package size, and the number of packages in a case. Additionally, one data field contains the clinical formulation identification, which is a six-digit number used to aggregate drugs that share like ingredient sets, strength, dosage form, and route of administration (e.g., oral or injection) but are marketed by multiple manufacturers. Each like product receives the same identification number.

³Grant Thornton LLP, "National Study To Determine the Cost of Dispensing Prescriptions in Community Retail Pharmacies." Available online at <http://www.alphanet.org>. Accessed on May 14, 2007.

⁴"Pharmacy Update." Available online at http://www.ncdp.org/provider_update.asp. Accessed on July 24, 2007.

⁵According to the National Association of Chain Drug Stores, chain drugstores filled 70.9 percent of the 3.42 billion prescriptions filled in 2006, independent pharmacies filled 21.1 percent, and franchise pharmacies filled 1.2 percent. Mail-order pharmacies accounted for the remaining prescriptions.

⁶This requirement is codified at 21 U.S.C. § 360(j).

OBJECTIVES, SCOPE, AND METHODOLOGY

Objectives

Our objectives were to (1) analyze the relationship between Medicare Part D payments, excluding dispensing fees, to local, community pharmacies and the pharmacies' drug acquisition costs and (2) estimate Part D dispensing fees and compare them with Medicaid dispensing fees.

Scope and Methodology

Using the NCPDP Pharmacy Database, we identified 21,331 independent and franchise retail pharmacies in the United States and Puerto Rico. We included each pharmacy in our population four times to represent the 4 weeks⁷ in September 2006. The population thus consisted of 85,324 pharmacy weeks. We randomly selected 100 of these pharmacy weeks for review. (See Appendix A for a detailed description of our statistical sample design.)

The selected pharmacy weeks related to 99 pharmacies in 38 States and Puerto Rico.⁸ As Table 1 shows, these pharmacies received payments totaling \$1,114,845 for the drugs in 18,864 Part D prescriptions (3,344 unique NDCs) and \$42,959 in dispensing fees during the selected pharmacy weeks.

Table 1: Part D Payments to Selected Pharmacies

	Number of Prescriptions	Drug Payments	Dispensing Fee Payments
Brand-name drugs	8,024	\$895,194	\$16,874
Generic drugs	10,840	219,651	26,085
Total	18,864	\$1,114,845	\$42,959

Sixty-four of the selected pharmacies received rebates, and 66 belonged to GPOs.⁹ On average, according to estimates provided by officials at the selected pharmacies, the pharmacies filled more than 4,200 prescriptions each month, almost 32 percent of which were for Medicare Part D

⁷We defined a week as a 5-day span of weekdays, excluding Federal holidays.

⁸Although we reviewed 100 pharmacies, we excluded the results from 1 pharmacy because it received Part D payments for only two prescriptions during the selected week, and the percentage difference between Part D payments and drug acquisition costs was more than three times higher than that of the next highest selected pharmacy. As a result, all percentage and dollar estimates in this report are based on results at 99 pharmacies. However, the estimated number of pharmacies that received rebates and pharmacies that were members of group purchasing organizations (GPO) are based on results at all 100 pharmacies.

⁹As members of GPOs, small pharmacies receive the benefits of volume purchasing by leveraging their combined purchasing power to negotiate discount pricing from wholesalers or, in some cases, manufacturers. ("Follow the Pill: Understanding the U.S. Commercial Pharmaceutical Supply Chain," prepared for the Kaiser Family Foundation by The Health Strategies Consultancy, LLC. Available online at <http://www.kff.org/rxdrugs/7296.cfm>. Accessed on May 4, 2007.)

beneficiaries, and purchased about \$184,000 worth of drugs through one or more wholesalers.¹⁰ (Twenty-five of the pharmacies used only one wholesaler.)

From December 2006 to April 2007, we visited the selected pharmacies to obtain data necessary to compare the Medicare Part D payments that the pharmacies received with their drug acquisition costs. During each pharmacy audit, we:

- discussed Part D reimbursement and drug acquisition costs with pharmacy officials;
- reviewed reimbursement data (remittance advices) that Part D sponsors and other payers sent to the pharmacy, Part D claim data that the pharmacy submitted to Part D sponsors, and drug purchase invoices;
- determined Part D reimbursement for the week by matching remittance advices to Part D claim information from the pharmacy's computer system;
- determined drug acquisition costs by identifying drugs that the pharmacy purchased before the date each prescription was filled¹¹ and by matching the reimbursed drug to a purchase of (1) the same drug and package size, (2) the same drug with a different package size when we could not find a match under the first method (after obtaining the pharmacy's concurrence for these substitutions), or (3) a drug with the same clinical formulation identification when we could not find a match using the previous two methods (after obtaining the pharmacy's concurrence for these substitutions);
- calculated the difference between Part D reimbursement, excluding dispensing fees, and the pharmacy's drug acquisition costs, both including and excluding rebates, if applicable;¹²
- calculated the average Part D dispensing fees for all drugs, brand-name drugs, and generic drugs; and
- issued a separate report to the pharmacy describing the results of our analysis.

For this report, we used the calculations from the individual pharmacy audits to estimate the difference between Part D reimbursement and drug acquisition costs and the average Medicare dispensing fees across the population of local, community pharmacies. We also compared the calculations for (1) pharmacies that used GPOs versus those that did not and (2) rural versus nonrural pharmacies. To analyze the data on rural and nonrural pharmacies, we used a CMS file that classified ZIP Codes as rural, suburban, or urban based on population density. We grouped

¹⁰The average monthly prescriptions and Part D percentage were based on estimates provided by 97 pharmacies, while the average monthly drug purchase information was based on estimates provided by 98 pharmacies.

¹¹We used data for purchases on or after the prescription fill dates for 308 of the 18,864 prescriptions we analyzed (after obtaining pharmacy officials' concurrence).

¹²We did not verify the actual rebates received from drug wholesalers; instead, we relied on pharmacy officials' estimates.

the suburban and urban categories together in the nonrural category for estimation purposes. (See Appendix B for all statistical estimates in this report.) Using CMS data, we also calculated the average Medicaid dispensing fees paid by each State and the District of Columbia for comparison with Medicare Part D dispensing fees.

We did not determine each selected pharmacy's cost of dispensing drugs. The amount of work necessary to do so was prohibitive, and individual pharmacy cost structures vary substantially. Instead, we obtained cost estimates from the selected pharmacies and researched recent studies of dispensing costs.

Because our objectives did not require an understanding or assessment of the selected pharmacies' overall internal control structures, we did not perform such a review. We limited our review of internal controls to obtaining an understanding of how the pharmacies maintained Part D reimbursement and drug purchase data.

We conducted our review in accordance with generally accepted government auditing standards.

RESULTS OF REVIEW

Medicare Part D payments, excluding dispensing fees, to local, community pharmacies exceeded the pharmacies' drug acquisition costs by an estimated 18.1 percent when our analysis included rebates that drug wholesalers paid to pharmacies. Excluding rebates, Part D payments exceeded drug acquisition costs by an estimated 17.3 percent. The estimated difference between Part D payments and drug acquisition costs was \$9.13 per prescription including rebates and \$8.78 excluding rebates.

The estimated average Medicare Part D dispensing fee paid to local, community pharmacies was \$2.27 per prescription, about \$2 less than the average Medicaid dispensing fee.

RELATIONSHIP BETWEEN PAYMENTS AND DRUG ACQUISITION COSTS

All estimates in this section on the relationship between payments and drug acquisition costs exclude dispensing fees from Medicare Part D payments. We determined the percentage difference between Part D payments and drug acquisition costs for each selected pharmacy by subtracting drug acquisition costs from Part D payments and dividing by drug acquisition costs.

Including rebates in our analysis, Medicare Part D payments to local, community pharmacies were an estimated 18.1 percent higher than drug acquisition costs. For the selected pharmacies, Part D payments ranged from 1.9 percent to 55.1 percent higher than drug acquisition costs. (Based on the 64 selected pharmacies that received wholesaler rebates, we estimated that 13,652 of the 21,331 local, community pharmacies in our population received rebates, thus reducing their drug acquisition costs.) Excluding rebates from our analysis, Part D payments were an estimated 17.3 percent higher than drug acquisition costs. (See Appendix C for each selected pharmacy's percentage difference between Part D payments and drug acquisition costs.)

The Part D payment for each prescription exceeded drug acquisition costs by an estimated \$9.13 including rebates and \$8.78 excluding rebates. (See Appendix D for each selected pharmacy's average dollar difference per prescription.)

Table 2 provides the estimated percentage and dollar differences both including and excluding rebates.

Table 2: Estimated Difference Between Part D Payments and Drug Acquisition Costs

	Estimated Difference as a Percentage of Costs		Estimated Dollar Difference per Prescription	
	Including Rebates	Excluding Rebates	Including Rebates	Excluding Rebates
All drugs	18.1%	17.3%	\$9.13	\$8.78
Brand-name drugs	7.9%	7.6%	9.18	8.86
Generic drugs	73.3%	69.0%	9.12	8.77

The percentage difference between Part D payments and drug acquisition costs was more than nine times higher for generic drugs than for brand-name drugs. However, generic and brand-name drugs had similar per prescription dollar differences.

Pharmacies almost always acquired drugs for less than their reimbursement amounts. For the 18,864 Part D prescriptions we analyzed, payments were higher than drug acquisition costs for 18,245 prescriptions (96.7 percent) and equal to or less than drug acquisition costs for 619 prescriptions (3.3 percent).¹³ (Appendix E provides, for each selected pharmacy, the number of prescriptions analyzed, the number of prescriptions with Part D payments higher than drug acquisition costs, and the number of prescriptions with Part D payments equal to or below drug acquisition costs.)

Comparison of Group Purchasing Organization Member and Nonmember Pharmacies

Based on the 66 selected pharmacies that were members of GPOs, we estimated that 14,078 of the 21,331 pharmacies in our population were members of GPOs. Including rebates, Part D payments to GPO member pharmacies were an estimated 18.3 percent higher than drug acquisition costs, and payments to nonmember pharmacies were an estimated 17.7 percent higher. Table 3 presents the estimated percentage difference between Part D payments and drug acquisition costs for GPO members and nonmembers both including and excluding rebates.

¹³Payments were equal to drug acquisition costs for 9 prescriptions and less than drug acquisition costs for 610 prescriptions.

Table 3: Estimated Difference Between Part D Payments and Drug Acquisition Costs for GPO Members and Nonmembers

	GPO Members		Nonmembers	
	Including Rebates	Excluding Rebates	Including Rebates	Excluding Rebates
All drugs	18.3%	17.2%	17.7%	17.4%
Brand-name drugs	8.3%	8.0%	7.1%	6.8%
Generic drugs	73.7%	68.0%	72.6%	71.0%

The difference between GPO members and nonmembers appears to be related to the fact that members received rebates on more drugs. For 1,351 drugs common to both GPO members and nonmembers, we found that members received rebates on 78 percent of the drugs and that nonmembers received rebates on 52 percent.

Comparison of Rural and Nonrural Pharmacies

CMS classified 11,528 pharmacies in our population as rural and 9,785 pharmacies as nonrural.¹⁴ Including rebates, Part D payments to rural pharmacies were an estimated 18.9 percent higher than drug acquisition costs, and payments to nonrural pharmacies were an estimated 17.3 percent higher. Table 4 presents the estimated percentage difference between Part D payments and drug acquisition costs for rural and nonrural pharmacies both including and excluding rebates.

Table 4: Estimated Difference Between Part D Payments and Drug Acquisition Costs for Rural and Nonrural Pharmacies

	Rural Pharmacies		Nonrural Pharmacies	
	Including Rebates	Excluding Rebates	Including Rebates	Excluding Rebates
All drugs	18.9%	17.9%	17.3%	16.6%
Brand-name drugs	8.3%	7.9%	7.5%	7.3%
Generic drugs	71.2%	66.4%	75.3%	71.5%

The difference between rural and nonrural pharmacies appears to be related to the mix of generic and brand-name drugs dispensed rather than a difference in Part D payment rates. Payments to rural and nonrural pharmacies were nearly identical for 1,396 drugs common to both groups. Rural pharmacies, on the other hand, filled more generic prescriptions. Generic drugs accounted for 63 percent of the prescriptions filled by the selected rural pharmacies, compared with 52 percent of the prescriptions filled by nonrural pharmacies. As noted previously, the percentage difference between Part D payments and drug acquisition costs was significantly higher for generic drugs than for brand-name drugs.

¹⁴The CMS file that classified ZIP Codes as rural, urban, or suburban did not include classifications for 18 pharmacies in our population.

DISPENSING FEES**Estimated Average Part D Dispensing Fees**

The estimated average Medicare Part D dispensing fee paid to local, community pharmacies for all drugs was \$2.27 per prescription. Table 5 presents the estimated average Part D dispensing fees, as well as the lowest and highest average fees paid to the selected pharmacies. (Appendix F presents the average Part D dispensing fee for each selected pharmacy.)

**Table 5: Estimated Average Part D Dispensing Fees and
Lowest and Highest Average Fees for the Selected Pharmacies**

	Number of Prescriptions Analyzed	Estimated Average Part D Dispensing Fee	Selected Pharmacies' Average Dispensing Fees	
			Lowest	Highest
All drugs	18,864	\$2.27	\$1.40	\$4.84
Brand-name drugs	8,024	2.11	1.28	3.89
Generic drugs ¹⁵	10,840	2.36	1.38	5.41

Comparison of Part D and Medicaid Dispensing Fees

The average Medicaid dispensing fee paid during September 2006 was \$4.30 per prescription, which was \$2.03 more than the estimated average Part D dispensing fee of \$2.27.¹⁶ Table 6 compares the estimated average Medicare Part D dispensing fees with the average Medicaid dispensing fees.

Table 6: Comparison of Medicare Part D and Medicaid Dispensing Fees

	Estimated Average Part D Dispensing Fee	Average Medicaid Dispensing Fee	Difference
All drugs	\$2.27	\$4.30	\$2.03
Brand-name drugs	2.11	4.19	2.08
Generic drugs	2.36	4.42	2.06

¹⁵One Part D sponsor paid 31 selected pharmacies an enhanced dispensing fee that ranged from \$0.80 to \$1.80 per prescription, depending on the percentage of prescriptions filled using generic drugs. Of the 18,864 prescriptions we analyzed, only 911 were generic drug prescriptions eligible for this enhanced fee. We did not quantify the effect of the additional fee because it would have been minimal.

¹⁶We based the average Medicaid dispensing fee on dispensing fees paid by 49 States and the District of Columbia. We excluded one State because its data were not comparable to other States' data in that the State did not specifically identify dispensing fees paid to retail pharmacies.

Officials from the selected pharmacies voiced concerns related to dispensing fee payments for beneficiaries entitled to Medicare and eligible for Medicaid (dually eligible beneficiaries). Before the implementation of Medicare Part D, Medicaid covered prescription drugs dispensed to these beneficiaries; however, when Medicare Part D was implemented, dually eligible beneficiaries were automatically enrolled in Part D prescription drug plans. As a result, pharmacies received the lower Medicare dispensing fees for these individuals.

RECOMMENDATION

We recommend that Congress and CMS consider the results of our review, including the data provided, in any deliberations regarding Medicare Part D reimbursement.

CENTERS FOR MEDICARE & MEDICAID SERVICES COMMENTS

In its written comments on our draft report, CMS concurred with our recommendation and stated that our findings were generally consistent with its own expectations. CMS also stated that the following aspects of our methodology were unclear:

- how we applied pharmacy officials' rebate estimates to the audited Part D claims and how these estimates could affect the percentage differences between Part D payments and drug acquisition costs,
- how we determined the acquisition cost of a drug with the same clinical formulation identification as the drug for which the pharmacy billed Part D, and
- how we calculated average Part D dispensing fees.

OFFICE OF INSPECTOR GENERAL RESPONSE

We have clarified our methodology below:

- We applied pharmacy officials' rebate estimates to drug acquisition costs, not to Part D claims. We reduced each selected pharmacy's drug acquisition costs by its estimated rebate percentage. We relied on the information provided to us by pharmacy officials familiar with their pharmacies' rebate terms and did not verify the actual rebates received.
- When identifying drug acquisition costs, we tried to match those costs with the same drugs for which the pharmacy billed Part D; however, pharmacies sometimes substituted a like drug for the billed drug (i.e., a drug with the same clinical formulation identification but a different manufacturer). We were able to obtain the acquisition cost for the same drug billed to Part D for 90 percent of the analyzed prescriptions. For the remaining 10 percent, we obtained pharmacy officials' concurrence to use the acquisition cost of a drug with the same clinical formulation identification.
- We obtained data identifying the dispensing fees that Part D sponsors paid to the selected pharmacies from reimbursement data (remittance advices) or the contracts between the

pharmacies and the Part D sponsors. We calculated the average Part D dispensing fee for each selected pharmacy by totaling the dispensing fees paid by Part D sponsors and dividing these totals by the number of Part D prescriptions.

OTHER MATTER: DISPENSING COSTS

Although this report provides estimates of the percentage and per prescription dollar differences between Part D ingredient cost payments and drug acquisition costs, the pharmacies' incurred costs to dispense drugs would need to be factored into the calculation to derive the net difference between total Part D payments (i.e., ingredient cost payments plus dispensing fees) and total pharmacy costs (i.e., drug acquisition costs and dispensing costs, such as payroll for prescription department employees and facility costs). Following are the selected pharmacies' estimates of dispensing costs and the results of two recent studies.

SELECTED PHARMACIES' ESTIMATES

Of the 99 selected pharmacies, 69 pharmacies provided estimates of their costs to dispense prescription drugs based on various methods, including dividing total expenses by total prescriptions filled and using a formula created by a third-party contractor. The estimates ranged from \$3.50 to \$19 per prescription and averaged \$9.13. The remaining 30 selected pharmacies did not provide estimates of their dispensing costs.

Given the scope of our review, we did not ask pharmacy officials to provide documentation supporting their estimated dispensing costs. Therefore, we were unable to assess the accuracy of those estimates.

RECENT STUDIES

Two recent studies conducted on behalf of pharmacy associations both concluded that pharmacies' costs to dispense prescription drugs averaged about \$10.50 per prescription.

- Grant Thornton LLP conducted a study for the Coalition for Community Pharmacy Action¹⁷ and issued "National Study To Determine the Cost of Dispensing Prescriptions in Community Retail Pharmacies" in January 2007.¹⁸ During this study, Grant Thornton LLP analyzed 6 months of data from 23,152 pharmacies and computed an average dispensing cost of \$12.10. However, Grant Thornton LLP computed a weighted average dispensing cost of \$10.50 per prescription because of substantial variations in the number of prescriptions filled per pharmacy. According to the report, high-volume pharmacies had significantly lower dispensing costs per prescription than low-volume pharmacies.

¹⁷The coalition is an alliance between the National Association of Chain Drug Stores and the National Community Pharmacists Association (NCPA).

¹⁸Available online at <http://www.alphanet.org>. Accessed on May 14, 2007.

- The “2006 NCPA-Pfizer Digest”¹⁹ concluded that pharmacies’ average cost to dispense prescription drugs was \$10.53, \$1.29 more than the previous year’s estimate of \$9.24. According to the information in the digest, expenses increased as stores added new personnel; stayed open longer; and provided value-added services, such as educating patients about Medicare Part D.

We did not audit the results of these two studies.

CENTERS FOR MEDICARE & MEDICAID SERVICES COMMENTS

CMS said that its primary concern with our draft report was the inclusion of estimated dispensing costs provided by the selected pharmacies, as well as the calculated dispensing costs from two pharmacy association studies. CMS stated that these dispensing costs were potentially nonrepresentative and could obscure the ongoing Medicare Part D pharmacy debate. While acknowledging that the report stated that we had not reviewed the accuracy of the dispensing cost estimates or study results, CMS said that the statement would not prevent readers from relying on those data.

OFFICE OF INSPECTOR GENERAL RESPONSE

As explained above, the dispensing cost information provides a more complete picture of pharmacies’ operations. We included the information because we did not want readers to misinterpret the differences between Part D payments and drug acquisition costs presented in the report as representing the difference between total pharmacy reimbursement and total pharmacy costs. The dispensing cost information clarifies that our analysis did not account for all of the costs associated with dispensing prescription drugs.

¹⁹The “2006 NCPA-Pfizer Digest” is a summary of selected financial and demographic information for independent community pharmacies. Available for purchase online at <http://www.ncpanet.org>.

APPENDIXES

SAMPLE DESCRIPTION

AUDIT OBJECTIVES

Our objectives were to (1) analyze the relationship between Medicare Part D payments, excluding dispensing fees, to local, community pharmacies and the pharmacies' drug acquisition costs and (2) estimate Part D dispensing fees and compare them with Medicaid dispensing fees.

POPULATION

The sampling population consisted of the 21,331 independent and franchise retail pharmacies (local, community pharmacies) in the United States and Puerto Rico with National Council for Prescription Drug Programs, Inc. (NCPDP), provider numbers as of October 2, 2006. We included each pharmacy in our population four times to represent the 4 weeks in September 2006. As a result, the population size was 85,324 (21,331 x 4).¹

SAMPLING FRAME

The NCPDP Pharmacy Database included pharmacies in the U.S. territories of Guam and the Virgin Islands, as well as the Commonwealth of the Northern Mariana Islands. We removed the 42 independent retail pharmacies in these locations from our population. (No franchise retail pharmacies were shown in these locations.)

Additionally, we used a Centers for Medicare & Medicaid Services list of pharmacies that participated in Medicare Part D to identify pharmacies that did not participate. We removed the 1,260 nonparticipating pharmacies (1,257 independent retail pharmacies and 3 franchise retail pharmacies) from our population.

Each of the 21,331 local, community pharmacies appeared four times in the sampling frame, one time for each of the 4 pharmacy weeks in September 2006.

SAMPLE UNIT

The sample unit was a pharmacy week (a 5-day span of weekdays, excluding Federal holidays) of Medicare Part D payments. For each sampled pharmacy week, we obtained data related to every prescription drug reimbursed by Medicare Part D and the pharmacy's invoice price for each reimbursed drug. We calculated the percentage difference between the total Medicare Part D payments and the drug acquisition costs.

¹Our original population included 21,346 local, community pharmacies with 85,384 pharmacy weeks (21,346 x 4). However, we removed 15 pharmacies from the population for the reasons cited in the "Treatment of Missing Sample Items" section of this appendix.

SAMPLE DESIGN

We used a two-phase sample design. The first phase entailed selecting a random sample of 300 pharmacy weeks. Our survey work revealed that the payment cycles for third-party payers, including Part D sponsors, typically ranged from 15 to 45 days. As a result, some pharmacies might not have received a remittance advice with a Medicare Part D payment during a given week. We contacted the 300 pharmacies to determine whether they had received a remittance advice with a Medicare Part D payment during the selected pharmacy week. That helped ensure that we had 100 viable sample units by reducing the number of sample units that needed to be replaced because a pharmacy did not receive a Medicare Part D payment during the pharmacy week.

In the second phase, we selected a random subsample of 125 pharmacy weeks from the pharmacies we confirmed to have received Medicare Part D payments during the selected pharmacy weeks. (The first 100 were our initial sample units, and the remaining 25 were used for replacements when needed.)

SAMPLE SIZE

We selected 100 pharmacy weeks.

SOURCE OF RANDOM NUMBERS

We generated the random numbers using the Office of Inspector General, Office of Audit Services, RAT-STATS statistical sampling software.

METHOD OF SELECTING SAMPLE ITEMS

Each NCPDP provider number was replicated four times and assigned a numerical indicator from 1 to 4 signifying the 4 pharmacy weeks in September 2006. We numbered the resulting 85,324 sample items sequentially from 1 to 85,324 and generated 300 random numbers based on them.

We also generated 125 random numbers based on the sequential numbers of those pharmacies we confirmed to have received Medicare Part D payments during the selected pharmacy weeks.

CHARACTERISTICS TO BE MEASURED

We obtained from the sampled pharmacies (1) remittance advice data for the selected pharmacy week, (2) Medicare Part D claim data for prescription fill dates included in the remittance advice data, and (3) invoice data for at least 3 months before the earliest fill date of any Medicare Part D payments received during the pharmacy week. By matching common data elements from these three data sets (e.g., prescription number and prescription fill date), we calculated the total Medicare Part D payments for the pharmacy week and the associated drug acquisition costs. We used the total payments and acquisition costs to calculate the percentage difference between payments and costs.

TREATMENT OF MISSING SAMPLE ITEMS

If 1 of the initial 300 pharmacies we contacted was out of business; did not participate in Medicare Part D; or was not a local, community pharmacy, we removed the pharmacy week from the sample and all 4 pharmacy weeks for the pharmacy from the population. If one of these pharmacies did not receive a Medicare Part D payment during the selected pharmacy week but participated in Medicare Part D, we removed the pharmacy week from the sample but not from the population. We left all 4 pharmacy weeks in the population.

If 1 of the 100 pharmacies selected for a site visit had gone out of business between the date of initial contact to determine whether it had received a Medicare Part D payment during the selected pharmacy week and the date of our site visit, we replaced that pharmacy week with a spare from the subsample and removed all 4 pharmacy weeks for the pharmacy from our population. If 1 of the 100 pharmacies selected for a site visit could not produce all of the data necessary for our analysis, we replaced the pharmacy week with a spare from the subsample but left all 4 pharmacy weeks in the population.

ESTIMATION METHODOLOGY

We used the RAT-STATS variable appraisal program for simple random samples to estimate the differences between Medicare Part D payments and acquisition costs and to estimate average Part D dispensing fees. We used the RAT-STATS attribute appraisal program for simple random samples to estimate the number of pharmacies that received rebates and that were members of group purchasing organizations.

We estimated the sample mean along with the 90-percent two-sided confidence interval.

PROJECTION RESULTS

Variable Appraisal Description ¹	Mean	90-Percent Confidence Level			
		Precision Amount	Lower Limit	Upper Limit	
All pharmacies:					
Percentage difference between payments and costs including rebates					
All drugs	18.1%	1.3%	16.8%	19.4%	
Brand-name drugs	7.9	0.5	7.4	8.4	
Generic drugs	73.3	5.9	67.4	79.2	
Percentage difference between payments and costs excluding rebates					
All drugs	17.3	1.3	16.0	18.6	
Brand-name drugs	7.6	0.5	7.1	8.1	
Generic drugs	69.0	6.0	63.0	75.0	
All pharmacies per prescription:					
Dollar difference between payments and costs including rebates					
All drugs	\$9.13	\$1.05	\$8.08	\$10.18	
Brand-name drugs	9.18	1.26	7.92	10.44	
Generic drugs	9.12	1.13	7.94	10.25	
Dollar difference between payments and costs excluding rebates					
All drugs	8.78	1.03	7.75	9.81	
Brand-name drugs	8.86	1.25	7.61	10.11	
Generic drugs	8.77	1.13	7.64	9.90	
Group purchasing organization members:					
Percentage difference between payments and costs including rebates					
All drugs	18.3%	1.4%	16.9%	19.7%	
Brand-name drugs	8.3	0.5	7.8	8.8	
Generic drugs	73.7	7.7	66.0	81.4	
Percentage difference between payments and costs excluding rebates					
All drugs	17.2	1.4	15.8	18.6	
Brand-name drugs	8.0	0.5	7.5	8.5	
Generic drugs	68.0	7.9	60.1	75.9	

¹All variable appraisals in this appendix are based on the results at 99 pharmacies; all attribute appraisals are based on the results at 100 pharmacies.

Variable Appraisal Description	Mean	90-Percent Confidence Level			
		Precision Amount	Lower Limit	Upper Limit	
Group purchasing organization nonmembers:					
Percentage difference between payments and costs including rebates					
All drugs	17.7%	2.7%	15.0%	20.4%	
Brand-name drugs	7.1	1.0	6.1	8.1	
Generic drugs	72.6	9.4	63.2	82.0	
Percentage difference between payments and costs excluding rebates					
All drugs	17.4	2.8	14.6	20.2	
Brand-name drugs	6.8	1.0	5.8	7.8	
Generic drugs	71.0	9.2	61.8	80.2	
Rural pharmacies:					
Percentage difference between payments and costs including rebates					
All drugs	18.9%	1.5%	17.4%	20.4%	
Brand-name drugs	8.3	0.7	7.6	9.0	
Generic drugs	71.2	7.1	64.1	78.3	
Percentage difference between payments and costs excluding rebates					
All drugs	17.9	1.5	16.4	19.4	
Brand-name drugs	7.9	0.7	7.2	8.6	
Generic drugs	66.4	7.3	59.1	73.7	
Nonrural pharmacies:					
Percentage difference between payments and costs including rebates					
All drugs	17.3%	2.1%	15.2%	19.4%	
Brand-name drugs	7.5	0.7	6.8	8.2	
Generic drugs	75.3	9.6	65.7	84.9	
Percentage difference between payments and costs excluding rebates					
All drugs	16.6	2.1	14.5	18.7	
Brand-name drugs	7.3	0.7	6.6	8.0	
Generic drugs	71.5	9.6	61.9	81.1	

APPENDIX B

Page 3 of 3

Variable Appraisal Description	Mean	90-Percent Confidence Level		
		Precision Amount	Lower Limit	Upper Limit
All pharmacies:				
Part D dispensing fees				
All drugs	\$2.27	\$0.10	\$2.17	\$2.37
Brand-name drugs	2.11	0.10	2.01	2.21
Generic drugs	2.36	0.12	2.24	2.48

Attribute Appraisal Description ²	Characteristic of Interest	90-Percent Confidence Level	
		Lower Limit	Upper Limit
Pharmacies that received rebates			
Percentage	64.0%	55.371%	71.991%
Number	13,652	11,811	15,356
Pharmacies that did not receive rebates			
Percentage	36.0%	28.009%	44.629%
Number	7,679	5,975	9,520
Group purchasing organization members			
Percentage	66.0%	57.427%	73.844%
Number	14,078	12,250	15,752
Group purchasing organization nonmembers			
Percentage	34.0%	26.156%	42.573%
Number	7,253	5,579	9,081

²Because each pharmacy was represented four times in the sampling population, we estimated the number of pharmacies as one quarter the number of pharmacy weeks.

APPENDIX C

Page 1 of 5

PERCENTAGE DIFFERENCE BETWEEN PART D PAYMENTS AND DRUG ACQUISITION COSTS FOR EACH SELECTED PHARMACY

Sample Item	Number of Prescriptions Analyzed ¹	All Drugs			Brand-Name Drugs			Generic Drugs		
		Percentage Difference Including Rebates	Percentage Difference Excluding Rebates	Impact of Rebates	Percentage Difference Including Rebates	Percentage Difference Excluding Rebates	Impact of Rebates	Percentage Difference Including Rebates	Percentage Difference Excluding Rebates	Impact of Rebates
9	13	55.1%	54.6%	0.5%	- ²	6.6%	-	158.9%	155.8%	3.1%
81	17	-	48.4	-	-	8.7	-	-	263.5	-
33	17	40.9	38.2	2.7	8.4%	8.1	0.3%	86.7	79.2	7.5
46	158	-	35.3	-	-	7.2	-	-	103.8	-
94	8	30.0	29.9	0.1	8.4	8.2	0.2	-	191.7	-
73	59	30.2	28.6	1.6	-	13.4	-	119.0	103.7	15.3
2	91	-	27.0	-	-	11.6	-	-	83.8	-
14	71	-	26.8	-	-	6.6	-	-	124.7	-
32	57	27.4	26.6	0.8	-	6.4	-	66.6	63.7	2.9
51	96	25.5	25.1	0.4	-	14.0	-	170.7	159.9	10.8
31	269	-	24.7	-	-	5.2	-	-	75.5	-
85	79	30.6	24.5	6.1	5.4	5.3	0.1	70.4	51.6	18.8
15	242	25.2	24.3	0.9	8.8	7.7	1.1	-	66.4	-
44	17	-	23.2	-	-	8.4	-	-	44.5	-
92	321	25.8	22.6	3.2	8.3	6.7	1.6	84.7	73.8	10.9
36	151	22.7	22.0	0.7	9.6	9.0	0.6	67.2	66.4	0.8
68	225	23.7	21.8	1.9	8.8	7.3	1.5	103.5	98.3	5.2
60	62	22.2	21.6	0.6	-	9.9	-	92.2	86.4	5.8
87	306	22.5	21.4	1.1	9.9	8.8	1.1	55.2	53.9	1.3
77	81	21.2	20.8	0.4	8.6	8.2	0.4	51.6	51.1	0.5
8	466	22.5	20.7	1.8	-	10.3	-	79.7	66.2	13.5
41	549	20.6	20.2	0.4	-	10.5	-	69.8	66.5	3.3
4	52	-	20.1	-	-	11.5	-	-	64.0	-
95	53	23.5	20.0	3.5	9.4	9.3	0.1	68.4	50.8	17.6

¹See Appendix E for a breakdown of the number of brand-name and generic drugs analyzed.²A dash indicates that the sampled pharmacy did not receive a rebate.

APPENDIX C

Page 2 of 5

Sample Item	Number of Prescriptions Analyzed	All Drugs			Brand-Name Drugs			Generic Drugs		
		Percentage Difference Including Rebates	Percentage Difference Excluding Rebates	Impact of Rebates	Percentage Difference Including Rebates	Percentage Difference Excluding Rebates	Impact of Rebates	Percentage Difference Including Rebates	Percentage Difference Excluding Rebates	Impact of Rebates
57	193	23.3	19.6	3.7	14.1	11.8	2.3	93.8	74.4	19.4
43	261	22.5	19.6	2.9	-	6.6	-	87.1	66.6	20.5
22	242	19.8	19.6	0.2	6.0	5.8	0.2	81.1	80.7	0.4
72	261	-	19.3	-	-	8.4	-	-	69.8	-
47	49	19.9	19.3	0.6	-	9.3	-	97.0	88.4	8.6
49	46	-	18.8	-	-	12.8	-	-	110.7	-
64	169	-	18.8	-	-	6.7	-	-	75.6	-
30	100	-	18.7	-	-	7.1	-	-	32.8	-
37	153	-	18.3	-	-	10.8	-	-	69.7	-
69	40	18.9	18.3	0.6	-	11.7	-	69.5	62.8	6.7
48	46	-	18.1	-	-	8.8	-	-	41.0	-
71	148	-	18.1	-	-	6.7	-	-	84.6	-
20	37	-	17.7	-	-	7.6	-	-	50.1	-
84	241	-	17.3	-	-	9.3	-	-	69.2	-
93	145	17.4	17.3	0.1	-	9.3	-	68.9	68.5	0.4
79	160	17.2 ³	17.2	0.0	-	10.4	-	51.9	51.6	0.3
90	92	19.8	17.0	2.8	9.0	8.8	0.2	67.2	48.5	18.7
19	368	-	16.9	-	-	7.3	-	-	51.6	-
54	3	-	16.9	-	-	12.1	-	-	163.2	-
66	403	-	16.8	-	-	7.9	-	-	48.0	-
35	368	17.9	16.7	1.2	-	9.0	-	76.4	64.1	12.3
86	104	16.8	16.7	0.1	-	2.9	-	69.5	68.7	0.8
39	214	17.6	16.2	1.4	-	8.5	-	68.9	57.0	11.9

³This pharmacy received a rebate on a few drugs during the selected pharmacy week, but the percentage was not affected.

APPENDIX C

Page 3 of 5

Sample Item	Number of Prescriptions Analyzed	All Drugs			Brand-Name Drugs			Generic Drugs		
		Percentage Difference Including Rebates	Percentage Difference Excluding Rebates	Impact of Rebates	Percentage Difference Including Rebates	Percentage Difference Excluding Rebates	Impact of Rebates	Percentage Difference Including Rebates	Percentage Difference Excluding Rebates	Impact of Rebates
7	127	18.2	16.1	2.1	11.7 ³	11.7	0.0	47.4	34.4	13.0
34	620	16.4	16.0	0.4	-	8.3	-	75.8	70.6	5.2
97	51	-	15.9	-	-	7.4	-	-	54.4	-
74	41	16.4	15.7	0.7	-	6.9	-	59.7	55.0	4.7
45	84	-	15.2	-	-	5.3	-	-	109.7	-
56	52	-	15.2	-	-	7.5	-	-	70.3	-
75	215	18.4	15.2	3.2	9.1	6.6	2.5	85.2	74.9	10.3
67	175	15.3	15.1	0.2	-	6.0	-	59.1	57.7	1.4
18	67	17.7	15.1	2.6	5.9	5.8	0.1	47.3	36.7	10.6
58	76	15.3	14.9	0.4	9.0	8.7	0.3	69.3	68.8	0.5
38	113	-	14.8	-	-	7.5	-	-	60.2	-
59	274	18.1	14.8	3.3	8.6	8.5	0.1	52.2	35.2	17.0
16	201	14.9	14.7	0.2	9.6	9.4	0.2	-	65.9	-
1	495	15.0	14.6	0.4	-	8.6	-	41.6	39.1	2.5
83	99	16.6	14.5	2.1	9.9	9.0	0.9	44.2	35.9	8.3
11	212	14.6	14.4	0.2	6.1 ³	6.1	0.0	118.8	115.9	2.9
6	230	14.8	14.4	0.4	-	6.2	-	59.2	56.2	3.0
62	645	-	14.2	-	-	8.0	-	-	72.7	-
13	69	-	14.1	-	-	7.2	-	-	73.6	-
80	88	-	13.9	-	-	8.8	-	-	54.5	-
78	11	-	13.8	-	-	7.4	-	-	27.3	-
82	46	-	13.7	-	-	9.7	-	-	64.9	-
29	56	14.2	13.7	0.5	11.5	11.0	0.5	42.7	42.6	0.1

APPENDIX C

Page 4 of 5

Sample Item	Number of Prescriptions Analyzed	All Drugs			Brand-Name Drugs			Generic Drugs		
		Percentage Difference Including Rebates	Percentage Difference Excluding Rebates	Impact of Rebates	Percentage Difference Including Rebates	Percentage Difference Excluding Rebates	Impact of Rebates	Percentage Difference Including Rebates	Percentage Difference Excluding Rebates	Impact of Rebates
63	200	14.3	13.6	0.7	-	6.5	-	61.9	54.9	7.0
27	35	14.0	13.6	0.4	9.6	9.2	0.4	22.4	22.0	0.4
17	63	14.2	13.1	1.1	10.2	9.1	1.1	97.8	95.9	1.9
98	83	14.9	12.9	2.0	-	9.0	-	55.1	36.3	18.8
52	79	13.7	12.9	0.8	8.0	7.3	0.7	34.6	33.6	1.0
99	656	-	12.8	-	-	4.6	-	-	58.1	-
61	140	13.4	12.8	0.6	-	6.6	-	81.0	72.0	9.0
50	380	12.5 ³	12.5	0.0	-	5.1	-	79.4	79.3	0.1
96	512	12.7	12.3	0.4	-	6.7	-	92.4	81.7	10.7
53	108	14.7	12.2	2.5	5.9	5.7	0.2	59.3	41.6	17.7
91	157	12.5	12.2	0.3	6.3	6.0	0.3	47.6	47.2	0.4
55	7	-	12.1	-	-	8.4	-	-	83.6	-
40	224	13.1	12.1	1.0	7.6	6.5	1.1	-	68.4	-
21	378	12.3	12.1	0.2	-	6.1	-	98.7	93.3	5.4
23	845	12.2	12.1	0.1	-	6.1	-	72.0	70.3	1.7
5	774	12.9	11.9	1.0	-	7.4	-	66.8	52.6	14.2
76	669	-	11.6	-	-	8.4	-	-	56.8	-
70	16	-	10.9	-	-	8.5	-	-	13.3	-
89	859	14.4	10.7	3.7	6.9	3.2	3.7	73.0	70.6	2.4
25	117	11.4	10.6	0.8	4.8	4.5	0.3	69.1	62.3	6.8
3	188	11.1	10.0	1.1	6.7	5.6	1.1	38.6	37.2	1.4
24	41	10.8	8.9	1.9	9.0	7.0	2.0	-	45.3	-
26	122	9.8	8.5	1.3	6.7	5.3	1.4	-	96.4	-

APPENDIX C

Page 5 of 5

Sample Item	Number of Prescriptions Analyzed	All Drugs			Brand-Name Drugs			Generic Drugs		
		Percentage Difference Including Rebates	Percentage Difference Excluding Rebates	Impact of Rebates	Percentage Difference Including Rebates	Percentage Difference Excluding Rebates	Impact of Rebates	Percentage Difference Including Rebates	Percentage Difference Excluding Rebates	Impact of Rebates
65	267	-	7.9	-	-	4.7	-	-	36.5	-
28	116	-	7.4	-	-	1.3	-	-	68.1	-
42	100	10.1	7.2	2.9	8.0	7.7	0.3	20.0	5.0	15.0
10	13	6.8	5.9	0.9	-	3.0	-	34.5	25.1	9.4
88	242	-	5.2	-	-	(3.1) ⁴	-	-	65.5	-
12	123	-	1.9	-	-	(4.5)	-	-	42.5	-

⁴Amounts shown in parentheses represent an average cost above the Part D payment.

APPENDIX D

Page 1 of 5

AVERAGE DOLLAR DIFFERENCE BETWEEN PART D PAYMENTS AND DRUG ACQUISITION COSTS PER PRESCRIPTION FOR EACH SELECTED PHARMACY

Sample Item	Number of Prescriptions Analyzed ¹	All Drugs			Brand-Name Drugs			Generic Drugs		
		Dollar Difference Including Rebates	Dollar Difference Excluding Rebates	Impact of Rebates	Dollar Difference Including Rebates	Dollar Difference Excluding Rebates	Impact of Rebates	Dollar Difference Including Rebates	Dollar Difference Excluding Rebates	Impact of Rebates
81	17	- ²	\$61.14	-	-	\$39.25	-	-	\$67.87	-
55	7	-	26.27	-	-	60.96	-	-	12.40	-
26	122	\$18.70	16.32	\$2.38	\$27.78	22.41	\$5.37	-	11.49	-
51	96	16.44	16.24	0.20	-	20.08	-	\$13.84	13.50	\$0.34
17	63	16.87	15.71	1.16	25.19	22.80	2.39	9.77	9.67	0.10
49	46	-	13.91	-	-	15.08	-	-	12.24	-
2	91	-	12.74	-	-	13.09	-	-	12.56	-
94	8	12.59	12.54	0.05	4.95	4.86	0.09	-	25.32	-
36	151	12.68	12.36	0.32	10.13	9.48	0.65	14.46	14.37	0.09
9	13	12.22	12.13	0.09	-	4.32	-	14.59	14.48	0.11
80	88	-	11.60	-	-	19.64	-	-	7.65	-
31	269	-	11.40	-	-	6.24	-	-	13.36	-
32	57	11.63	11.36	0.27	-	5.27	-	14.80	14.41	0.39
79	160	11.36	11.33	0.03	-	14.33	-	9.38	9.34	0.04
60	62	11.33	11.10	0.23	-	11.61	-	11.17	10.80	0.37
46	158	-	10.91	-	-	5.11	-	-	13.52	-
83	99	11.78	10.48	1.30	15.10	13.88	1.22	9.79	8.45	1.34
73	59	10.87	10.44	0.43	-	13.33	-	9.80	9.18	0.62
14	71	-	10.11	-	-	6.36	-	-	11.91	-
16	201	10.09	9.94	0.15	11.26	10.97	0.29	-	8.81	-
47	49	10.08	9.80	0.28	-	8.09	-	12.15	11.58	0.57
38	113	-	9.79	-	-	8.21	-	-	11.51	-

¹See Appendix E for a breakdown of the number of brand-name and generic drugs analyzed.²A dash indicates that the sampled pharmacy did not receive a rebate.

APPENDIX D

Page 2 of 5

Sample Item	Number of Prescriptions Analyzed	All Drugs			Brand-Name Drugs			Generic Drugs		
		Dollar Difference Including Rebates	Dollar Difference Excluding Rebates	Impact of Rebates	Dollar Difference Including Rebates	Dollar Difference Excluding Rebates	Impact of Rebates	Dollar Difference Including Rebates	Dollar Difference Excluding Rebates	Impact of Rebates
82	46	-	9.74	-	-	11.70	-	-	7.40	-
43	261	10.76	9.59	1.17	-	8.33	-	11.81	10.13	1.68
68	225	10.21	9.52	0.69	8.71	7.31	1.40	11.07	10.78	0.29
74	41	9.69	9.37	0.32	-	8.62	-	10.37	9.85	0.52
57	193	10.80	9.37	1.43	13.43	11.48	1.95	8.82	7.77	1.05
98	83	10.57	9.31	1.26	-	10.92	-	10.21	7.66	2.55
11	212	9.36	9.28	0.08	6.62	6.59	0.03	12.67	12.52	0.15
58	76	9.46	9.24	0.22	9.73	9.35	0.38	9.17	9.13	0.04
69	40	9.47	9.21	0.26	-	17.04	-	6.23	5.86	0.37
87	306	9.59	9.18	0.41	10.14	9.11	1.03	9.35	9.22	0.13
84	241	-	9.02	-	-	12.89	-	-	7.14	-
29	56	9.03	8.76	0.27	10.42	10.02	0.40	6.52	6.51	0.01
33	17	9.10	8.68	0.42	3.72	3.58	0.14	11.35	10.80	0.55
8	466	9.13	8.55	0.58	-	8.32	-	9.70	8.72	0.98
62	645	-	8.51	-	-	6.95	-	-	11.09	-
97	51	-	8.51	-	-	8.73	-	-	8.37	-
45	84	-	8.15	-	-	4.76	-	-	12.07	-
67	175	8.22	8.13	0.09	-	6.49	-	9.43	9.28	0.15
7	127	9.00	8.12	0.88	11.00	10.95	0.05	7.47	5.95	1.52
35	368	8.56	8.09	0.47	-	10.23	-	7.61	6.86	0.75
75	215	9.45	8.03	1.42	8.79	6.55	2.24	10.04	9.35	0.69
65	267	-	8.00	-	-	9.32	-	-	6.87	-

APPENDIX D

Page 3 of 5

Sample Item	Number of Prescriptions Analyzed	All Drugs			Brand-Name Drugs			Generic Drugs		
		Dollar Difference Including Rebates	Dollar Difference Excluding Rebates	Impact of Rebates	Dollar Difference Including Rebates	Dollar Difference Excluding Rebates	Impact of Rebates	Dollar Difference Including Rebates	Dollar Difference Excluding Rebates	Impact of Rebates
93	145	8.02	8.00	0.02	-	9.45	-	7.09	7.07	0.02
15	242	8.21	7.98	0.23	6.97	6.17	0.80	-	8.73	-
52	79	8.25	7.81	0.44	10.31	9.38	0.93	7.05	6.90	0.15
39	214	8.29	7.76	0.53	-	9.67	-	7.55	6.72	0.83
95	53	8.82	7.73	1.09	8.39	8.25	0.14	9.02	7.48	1.54
37	153	-	7.68	-	-	7.53	-	-	7.84	-
54	3	-	7.68	-	-	7.97	-	-	7.10	-
72	261	-	7.68	-	-	7.07	-	-	8.07	-
76	669	-	7.63	-	-	8.02	-	-	6.92	-
34	620	7.76	7.59	0.17	-	8.61	-	7.19	6.90	0.29
77	81	7.69	7.57	0.12	6.86	6.60	0.26	8.08	8.03	0.05
92	321	8.38	7.54	0.84	6.81	5.56	1.25	9.08	8.40	0.68
21	378	7.61	7.49	0.12	-	6.73	-	8.58	8.33	0.25
23	845	7.52	7.46	0.06	-	6.66	-	8.43	8.31	0.12
71	148	-	7.33	-	-	5.36	-	-	8.83	-
61	140	7.54	7.27	0.27	-	8.08	-	7.14	6.68	0.46
64	169	-	7.18	-	-	6.33	-	-	7.60	-
27	35	7.33	7.15	0.18	10.47	10.08	0.39	5.90	5.80	0.10
19	368	-	7.12	-	-	6.59	-	-	7.43	-
1	495	7.28	7.11	0.17	-	9.29	-	6.15	5.88	0.27
5	774	7.49	7.00	0.49	-	6.71	-	8.61	7.42	1.19
6	230	7.06	6.91	0.15	-	6.18	-	7.66	7.41	0.25

APPENDIX D

Page 4 of 5

Sample Item	Number of Prescriptions Analyzed	All Drugs			Brand-Name Drugs			Generic Drugs		
		Dollar Difference Including Rebates	Dollar Difference Excluding Rebates	Impact of Rebates	Dollar Difference Including Rebates	Dollar Difference Excluding Rebates	Impact of Rebates	Dollar Difference Including Rebates	Dollar Difference Excluding Rebates	Impact of Rebates
70	16	-	6.87	-	-	7.00	-	-	6.79	-
91	157	6.98	6.84	0.14	5.72	5.49	0.23	8.35	8.31	0.04
41	549	6.95	6.83	0.12	-	8.25	-	6.23	6.05	0.18
25	117	7.24	6.77	0.47	6.29	5.83	0.46	7.97	7.49	0.48
13	69	-	6.71	-	-	6.82	-	-	6.63	-
53	108	7.89	6.71	1.18	7.28	7.09	0.19	8.24	6.50	1.74
20	37	-	6.69	-	-	5.09	-	-	7.91	-
24	41	7.74	6.49	1.25	10.91	8.68	2.23	-	3.68	-
63	200	6.76	6.45	0.31	-	6.05	-	7.29	6.76	0.53
22	242	6.50	6.43	0.07	5.39	5.19	0.20	6.97	6.95	0.02
40	224	6.88	6.40	0.48	8.77	7.60	1.17	-	5.57	-
4	52	-	6.35	-	-	12.05	-	-	4.45	-
85	79	7.45	6.27	1.18	4.89	4.78	0.11	7.96	6.56	1.40
66	403	-	6.20	-	-	6.50	-	-	6.04	-
96	512	6.20	5.99	0.21	-	5.93	-	6.48	6.06	0.42
48	46	-	5.92	-	-	7.19	-	-	5.42	-
90	92	6.67	5.84	0.83	7.28	7.16	0.12	6.36	5.18	1.18
99	656	-	5.73	-	-	4.29	-	-	6.74	-
56	52	-	5.70	-	-	6.38	-	-	5.26	-
89	859	7.43	5.70	1.73	7.46	3.59	3.87	7.41	7.26	0.15
50	380	5.69 ³	5.69	0.00	-	4.75	-	6.44	6.44	0.00

³This pharmacy received a rebate on a few drugs during the selected pharmacy week, but the percentage was not affected.

APPENDIX D

Page 5 of 5

Sample Item	Number of Prescriptions Analyzed	All Drugs			Brand-Name Drugs			Generic Drugs		
		Dollar Difference Including Rebates	Dollar Difference Excluding Rebates	Impact of Rebates	Dollar Difference Including Rebates	Dollar Difference Excluding Rebates	Impact of Rebates	Dollar Difference Including Rebates	Dollar Difference Excluding Rebates	Impact of Rebates
44	17	-	5.58	-	-	6.77	-	-	5.32	-
3	188	6.05	5.50	0.55	6.09	5.18	0.91	6.01	5.85	0.16
86	104	5.06	5.04	0.02	-	2.39	-	6.14	6.11	0.03
59	274	5.94	5.00	0.94	7.68	7.55	0.13	5.23	3.97	1.26
78	11	-	4.98	-	-	5.00	-	-	4.97	-
18	67	5.69	4.95	0.74	4.14	4.03	0.11	6.45	5.40	1.05
28	116	-	4.87	-	-	1.58	-	-	8.05	-
42	100	6.31	4.59	1.72	7.79	7.49	0.30	4.65	1.32	3.33
30	100	-	4.40	-	-	4.38	-	-	4.41	-
10	13	3.64	3.15	0.49	-	3.01	-	4.17	3.26	0.91
88	242	-	1.62	-	-	(3.12) ⁴	-	-	3.44	-
12	123	-	0.62	-	-	(3.72)	-	-	2.95	-

⁴Amounts shown in parentheses represent an average cost above the Part D payment.

APPENDIX E

Page 1 of 4

BREAKDOWN OF PRESCRIPTIONS ANALYZED

Sample Item	All Drugs			Brand-Name Drugs			Generic Drugs		
	Number of Prescriptions Analyzed	Number of Prescriptions for Which Payments > Costs	Number of Prescriptions for Which Payments ≤ Costs ¹	Number of Prescriptions Analyzed	Number of Prescriptions for Which Payments > Costs	Number of Prescriptions for Which Payments ≤ Costs	Number of Prescriptions Analyzed	Number of Prescriptions for Which Payments > Costs	Number of Prescriptions for Which Payments ≤ Costs
89	859	831	28	365	350	15	494	481	13
23	845	807	38	437	410	27	408	397	11
5	774	749	25	454	454	0	320	295	25
76	669	643	26	431	421	10	238	222	16
99	656	636	20	269	264	5	387	372	15
62	645	638	7	401	400	1	244	238	6
34	620	611	9	250	248	2	370	363	7
41	549	532	17	195	190	5	354	342	12
96	512	501	11	262	257	5	250	244	6
1	495	476	19	179	179	0	316	297	19
8	466	456	10	194	192	2	272	264	8
66	403	400	3	140	139	1	263	261	2
50	380	374	6	169	167	2	211	207	4
21	378	369	9	198	195	3	180	174	6
19	368	354	14	134	131	3	234	223	11
35	368	365	3	134	133	1	234	232	2
92	321	318	3	98	98	0	223	220	3
87	306	304	2	92	91	1	214	213	1
59	274	268	6	79	78	1	195	190	5
31	269	259	10	74	69	5	195	190	5
65	267	255	12	123	122	1	144	133	11
43	261	260	1	79	78	1	182	182	0
72	261	255	6	101	100	1	160	155	5
15	242	240	2	71	71	0	171	169	2
22	242	235	7	72	66	6	170	169	1

¹Payments equaled costs for nine prescriptions (two brand-name and seven generic prescriptions).

APPENDIX E

Page 2 of 4

Sample Item	All Drugs			Brand-Name Drugs			Generic Drugs		
	Number of Prescriptions Analyzed	Number of Prescriptions for Which Payments > Costs	Number of Prescriptions for Which Payments ≤ Costs	Number of Prescriptions Analyzed	Number of Prescriptions for Which Payments > Costs	Number of Prescriptions for Which Payments ≤ Costs	Number of Prescriptions Analyzed	Number of Prescriptions for Which Payments > Costs	Number of Prescriptions for Which Payments ≤ Costs
88	242	172	70	67	9	58	175	163	12
84	241	234	7	79	79	0	162	155	7
6	230	220	10	93	90	3	137	130	7
68	225	216	9	82	79	3	143	137	6
40	224	215	9	92	91	1	132	124	8
75	215	210	5	101	100	1	114	110	4
39	214	210	4	75	75	0	139	135	4
11	212	206	6	116	112	4	96	94	2
16	201	196	5	105	103	2	96	93	3
63	200	192	8	87	84	3	113	108	5
57	193	189	4	83	83	0	110	106	4
3	188	179	9	97	97	0	91	82	9
67	175	167	8	72	71	1	103	96	7
64	169	164	5	56	55	1	113	109	4
79	160	157	3	64	64	0	96	93	3
46	158	155	3	49	48	1	109	107	2
91	157	144	13	82	76	6	75	68	7
37	153	152	1	80	80	0	73	72	1
36	151	146	5	62	58	4	89	88	1
71	148	147	1	64	63	1	84	84	0
93	145	143	2	57	57	0	88	86	2
61	140	138	2	59	59	0	81	79	2
7	127	123	4	55	53	2	72	70	2
12	123	74	49	43	3	40	80	71	9
26	122	120	2	54	53	1	68	67	1

APPENDIX E

Page 3 of 4

Sample Item	All Drugs			Brand-Name Drugs			Generic Drugs		
	Number of Prescriptions Analyzed	Number of Prescriptions for Which Payments > Costs	Number of Prescriptions for Which Payments ≤ Costs	Number of Prescriptions Analyzed	Number of Prescriptions for Which Payments > Costs	Number of Prescriptions for Which Payments ≤ Costs	Number of Prescriptions Analyzed	Number of Prescriptions for Which Payments > Costs	Number of Prescriptions for Which Payments ≤ Costs
25	117	112	5	51	49	2	66	63	3
28	116	110	6	57	53	4	59	57	2
38	113	109	4	59	58	1	54	51	3
53	108	107	1	39	38	1	69	69	0
86	104	101	3	30	29	1	74	72	2
30	100	89	11	21	18	3	79	71	8
42	100	97	3	53	53	0	47	44	3
83	99	99	0	37	37	0	62	62	0
51	96	95	1	40	40	0	56	55	1
90	92	90	2	31	31	0	61	59	2
2	91	90	1	30	29	1	61	61	0
80	88	87	1	29	29	0	59	58	1
45	84	82	2	45	43	2	39	39	0
98	83	82	1	42	41	1	41	41	0
77	81	79	2	26	26	0	55	53	2
52	79	74	5	29	28	1	50	46	4
85	79	78	1	13	13	0	66	65	1
58	76	75	1	39	39	0	37	36	1
14	71	69	2	23	21	2	48	48	0
13	69	69	0	31	31	0	38	38	0
18	67	67	0	22	22	0	45	45	0
17	63	56	7	29	26	3	34	30	4
60	62	62	0	23	23	0	39	39	0
73	59	59	0	18	18	0	41	41	0
32	57	55	2	19	19	0	38	36	2

APPENDIX E

Page 4 of 4

Sample Item	All Drugs			Brand-Name Drugs			Generic Drugs		
	Number of Prescriptions Analyzed	Number of Prescriptions for Which Payments > Costs	Number of Prescriptions for Which Payments ≤ Costs	Number of Prescriptions Analyzed	Number of Prescriptions for Which Payments > Costs	Number of Prescriptions for Which Payments ≤ Costs	Number of Prescriptions Analyzed	Number of Prescriptions for Which Payments > Costs	Number of Prescriptions for Which Payments ≤ Costs
29	56	55	1	36	36	0	20	19	1
95	53	53	0	17	17	0	36	36	0
4	52	51	1	13	13	0	39	38	1
56	52	50	2	20	20	0	32	30	2
97	51	49	2	19	19	0	32	30	2
47	49	49	0	25	25	0	24	24	0
48	46	45	1	13	12	1	33	33	0
49	46	45	1	27	27	0	19	18	1
82	46	46	0	25	25	0	21	21	0
24	41	40	1	23	23	0	18	17	1
74	41	41	0	16	16	0	25	25	0
69	40	39	1	12	12	0	28	27	1
20	37	36	1	16	16	0	21	20	1
27	35	32	3	11	11	0	24	21	3
33	17	17	0	5	5	0	12	12	0
44	17	16	1	3	3	0	14	13	1
81	17	17	0	4	4	0	13	13	0
70	16	15	1	6	6	0	10	9	1
9	13	13	0	3	3	0	10	10	0
10	13	10	3	6	4	2	7	6	1
78	11	10	1	4	4	0	7	6	1
94	8	8	0	5	5	0	3	3	0
55	7	7	0	2	2	0	5	5	0
54	3	3	0	2	2	0	1	1	0
Total	18,864	18,245	619	8,024	7,769	255	10,840	10,476	364

APPENDIX F

Page 1 of 2

SELECTED PHARMACIES' AVERAGE PART D DISPENSING FEES

Sample Item	Average Dispensing Fee for All Drugs	Average Dispensing Fee for Brand-Name Drugs	Average Dispensing Fee for Generic Drugs
30	\$4.84	\$2.68	\$5.41
29	3.93	3.89	4.00
4	3.88	3.35	4.06
93	3.87	3.79	3.93
74	3.66	3.28	3.90
87	3.50	3.21	3.62
48	3.44	2.85	3.67
76	3.38	3.29	3.53
2	3.34	3.61	3.21
6	3.25	3.06	3.38
10	3.23	3.00	3.43
1	3.21	2.92	3.36
8	3.16	2.91	3.35
37	3.03	3.32	2.71
17	2.93	2.18	3.57
66	2.85	2.67	2.94
35	2.82	2.67	2.91
84	2.78	2.62	2.86
41	2.75	2.74	2.76
72	2.72	2.29	2.99
54	2.67	3.00	2.00
80	2.58	2.34	2.69
99	2.50	2.38	2.58
22	2.49	2.39	2.54
43	2.45	2.24	2.54
73	2.43	2.08	2.58
18	2.40	2.20	2.49
42	2.39	2.29	2.50
92	2.39	2.20	2.48
24	2.37	2.26	2.50
88	2.36	2.01	2.49
12	2.33	2.02	2.50
15	2.31	2.21	2.35
59	2.31	2.23	2.35
36	2.29	2.25	2.33
9	2.27	2.00	2.35
58	2.27	2.22	2.32
60	2.26	1.96	2.44
85	2.25	1.89	2.32
49	2.22	2.19	2.26
64	2.14	2.33	2.04

Sample Item	Average Dispensing Fee for All Drugs	Average Dispensing Fee for Brand-Name Drugs	Average Dispensing Fee for Generic Drugs
70	\$2.09	\$1.92	\$2.20
39	2.08	1.88	2.19
77	2.05	2.08	2.04
95	2.05	1.82	2.15
3	2.04	1.83	2.26
16	2.04	1.95	2.14
47	2.04	2.00	2.08
69	2.03	1.96	2.05
7	2.01	1.92	2.07
86	2.01	1.77	2.11
78	2.00	1.75	2.14
94	2.00	2.00	2.00
14	1.99	1.84	2.06
51	1.97	1.91	2.02
75	1.97	1.92	2.00
53	1.96	1.75	2.08
55	1.96	1.88	2.00
82	1.96	1.91	2.02
20	1.95	1.89	2.00
90	1.95	1.86	2.00
34	1.93	1.86	1.97
67	1.93	1.87	1.98
96	1.93	1.74	2.13
71	1.92	1.76	2.05
27	1.91	1.93	1.91
45	1.91	1.86	1.96
62	1.89	1.76	2.10
83	1.89	1.71	2.00
97	1.89	1.68	2.01
23	1.88	1.70	2.08
57	1.88	1.70	2.02
61	1.87	1.69	2.00
13	1.86	1.60	2.06
21	1.86	1.67	2.06
40	1.86	1.65	2.01
19	1.85	1.65	1.97
33	1.85	1.50	2.00
31	1.84	1.61	1.93
52	1.84	1.67	1.93
28	1.83	1.65	2.00
50	1.83	1.63	1.99

APPENDIX F

Page 2 of 2

Sample Item	Average Dispensing Fee for All Drugs	Average Dispensing Fee for Brand-Name Drugs	Average Dispensing Fee for Generic Drugs
79	\$1.83	\$1.78	\$1.87
68	1.82	1.50	2.00
65	1.81	1.78	1.84
25	1.80	1.75	1.83
38	1.79	1.59	2.02
44	1.78	1.75	1.79
89	1.78	1.72	1.83
11	1.77	1.68	1.88
5	1.76	1.61	1.98
56	1.74	1.75	1.73
91	1.72	1.66	1.79
32	1.70	1.61	1.75
98	1.70	1.79	1.62
63	1.67	1.52	1.79
46	1.49	1.49	1.49
81	1.41	1.50	1.38
26	1.40	1.28	1.50



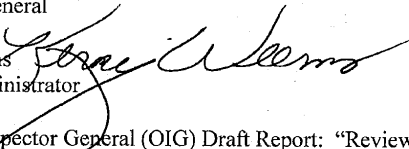
DEPARTMENT OF HEALTH & HUMAN SERVICES

Centers for Medicare & Medicaid Services

Office of the Administrator
Washington, DC 20201

DATE: OCT 04 2007

TO: Daniel R. Levinson
Inspector General

FROM: Kerry Weems 
Acting Administrator

SUBJECT: Office of Inspector General (OIG) Draft Report: "Review of the Relationship between Medicare Part D Payments to Local, Community Pharmacies and the Pharmacies' Drug Acquisition Costs" (A-06-07-00107)

Thank you for the opportunity to review and comment on the above OIG draft report evaluating community pharmacy ingredient cost payments in relation to acquisition costs in the Part D program. We are interested in and pleased by the findings of the OIG report that the private market competitive contracting model in Part D provides margins to community pharmacies with respect to their acquisition costs.

OIG Recommendation

The OIG recommends that Congress and the Centers for Medicare & Medicaid Services (CMS) consider the results of its review, including the data provided, in any deliberations regarding Medicare Part D reimbursement.

CMS Response

The CMS concurs with the recommendation. In general, we concur with the findings of this study. The report found that pharmacies almost always acquired drugs for less than the reimbursement amounts. Although we do not collect comparable data, this observation is expected as it is one method for pharmacies to support the expense of dispensing costs. These findings are also consistent with our experience with the Part D program in that we do not receive complaints from pharmacies with respect to negotiated prices not covering acquisition costs.

The report also found that the percentage differences between Part D payments and drug acquisition costs were more than nine times higher for generic drugs than for brand-name drugs. Clinically appropriate generic prescribing is one of the key ways in which the Part D program is able to provide high quality coverage at a reasonable cost to both beneficiaries and the government. We fully encourage the use of generic drugs since their use provides good value to both the beneficiary and the taxpayer, and we note that incentives are aligned to encourage promotion of generics by community pharmacies.

Page 2 – Daniel R. Levinson

The study found that Group Purchasing Organization (GPO) members appear to have received greater rebates compared to non-members. This trend is also expected as purchasing at greater volumes drives down drug acquisition costs, which is one of the reasons why GPOs formed. We were pleased to note that your comparison of rural and non-rural pharmacies showed that payments from Part D plans were nearly identical, which demonstrates that Part D plans are not discriminating between rural and urban pharmacies.

We do have a few methodological questions regarding this report:

- Various results are provided including or excluding rebates. It is unclear how pharmacies' rebate estimates were attributed to the audited Part D claims. The report also did not discuss how the use of self-reported un-audited rebate data may impact its margin estimates. Specifically, if rebates were under-reported, then the actual margins may be higher than those presented in the paper.
- We also note that the methodology for determining drug acquisition costs is unclear when referring to using costs of a drug with the same clinical formulation identification [page 4 - 4th bullet, item (3)].
- The methodology section does not describe the auditing process that was used to calculate average Part D dispensing fees. This omission presents a significant limitation in understanding the estimate.

Our primary concern with this report remains the inclusion of self-reported numbers on dispensing costs. Although the draft report addresses the subject of estimated dispensing costs in an "Other Matters" section following the main findings and recommendation, and is not included in the Executive Summary, we are disappointed in OIG's decision to include these estimates in the report at all. We believe the inclusion of these unvalidated and potentially non-representative figures may obscure the ongoing Medicare Part D pharmacy debate.

The report specifically states that auditing dispensing costs was beyond the scope of this project. However, despite this disclaimer, the report goes on to provide an estimate of dispensing costs based on selected, self-reported data and also cites estimates derived from two pharmacy industry sponsored studies. While the report acknowledges that the accuracy of the self-reported data or the underlying data from the two referenced studies was not reviewed, we strongly suggest that these caveats are insufficient safeguards against readers taking these numbers at face value – especially given the apparent exact correspondence between the calculated margin between Part D payments and drug acquisition costs including rebates (\$9.13) and the "average" selectively reported and estimated cost to dispense (\$9.13).

Thank you for your efforts to help gain an understanding of community pharmacy payment rates in relation to acquisition costs in the Medicare Part D program.

Exhibit C

1 UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF MASSACHUSETTS
3

-O-

4
5 NEW ENGLAND CARPENTERS HEALTH : Civil Action No.:
BENEFITS FUND, ET AL., 1:05-CV011148-PBS

6 :

Plaintiffs,

7 :

-v-

8 :

FIRST DATABANK, INC., and

9 McKESSON CORPORATION, : Deposition of:

H. ERIC CANNON

10 Defendants, :

11

12 -O-

13

14 Place: TEMPEST REPORTING, INC.
15 230 South 500 East
16 Suite 530
17 Salt Lake City, Utah 84102

18

19 Date: October 11, 2006
20 9:55 a.m.

21

22 Reporter: Ariel Mumma, CSR/RPR

23

24

25 -O-

1 attempting to get the lowest possible reimbursement
2 cost you could get for the plan?

3 A. Yes.

4 Q. Let me show you what's been marked as
5 Exhibit 4, which is Bates stamped Numbers
6 SelectHealth/NEC 15 through 28. And you'll see that
7 the cover page of this document, the first page,
8 Page SelectHealth 15, suggests that this is the
9 independent pharmacy version contract.

10 A. Yes.

11 Q. Is this in fact the independent pharmacy
12 version contract?

13 A. No.

14 Q. Okay. And how do you know that?

15 A. On -- if you look in the lower -- this is
16 my right -- right-hand side, the footnote, "IHC Health
17 Plans, Inc." with "(R)" in parentheses would indicate
18 it's the rural pharmacy contract, looking --
19 (There was a discussion held off the record.)

20 A. -- rural.

21 And on Page 10, the discount rate of AWP
22 minus 10 percent would indicate to me that it is the
23 rural contract.

24 Q. BY MS. SCHECHTER: Okay. So this document
25 has just been mislabeled?

TSG Reporting - Worldwide 877-702-9580

1 A. Yes.

2 Q. Okay. So I'm just going to put this one
3 aside now, and I'm going to hand you the one -- the
4 other one that was in the production, which is
5 Exhibit 5, which is Bates stamped
6 Number SelectHealth/NEC 29 through 42.

7 Do you recognize this document?

8 A. Yes.

9 Q. What is it?

10 A. It is the template for pharmacy
11 contracting with rural pharmacies.

12 Q. Okay.

13 And was this document created in the
14 ordinary course, at around the time of the date of the
15 document?

16 A. Yes.

17 Q. And was it maintained by SelectHealth in
18 the ordinary course?

19 A. Yes.

20 Q. Were all of these templates created by the
21 same set of individuals that you indicated earlier?

22 A. Yes.

23 Q. Have you used this template in connection
24 with your negotiations with rural pharmacies?

25 A. Yes.

TSG Reporting - Worldwide 877-702-9580

1 Q. And does every rural pharmacy with which
2 SelectHealth has contracted have the exact same
3 contract?

4 A. Yes.

5 Q. Are there any variations?

6 A. No.

7 Q. If you turn to Page 10, which is
8 Attachment A, where it says,

9 "Brand drugs, lower of AWP minus 10
10 percent plus \$2.00 for MAC," M-A-C,
11 "plus \$2.00," do you see that?

12 A. Yes.

13 Q. Is that in fact the financial arrangement
14 that you negotiated with the rural pharmacies?

15 A. Yes.

16 Q. And did you do so in the same manner that
17 you negotiated the other contracts?

18 A. Yes.

19 Q. Why is it that the discount off of AWP for
20 rural pharmacies is lower than the discount off of AWP
21 for independents?

22 A. Rural pharmacies are pharmacies in
23 locations where they are the only pharmacy for 50
24 miles, within a 30- to 50-mile radius.

25 They're in a position to negotiate a

TSG Reporting - Worldwide 877-702-9580

1 different price.

2 Q. They have greater competitive leverage; is
3 that what you're saying?

4 A. Yes.

5 Q. And was the formula that you arrived at,
6 AWP minus 10 percent, the lowest discount off of AWP
7 that you were -- that the market would bear --

8 A. Yes.

9 Q. -- for rural pharmacies?

10 And was AWP minus 13.5 percent the lowest
11 the market would bear for contracting with the
12 independent pharmacies?

13 A. Yes.

14 Q. And was AWP minus 15 percent the lowest
15 the market would bear in your negotiations with chain
16 pharmacies?

17 A. Yes.

18 Q. Am I correct that all of the contracts
19 that you have with all of these various pharmacies
20 includes a termination-without-cause provision as we
21 saw in the first two?

22 A. Yes.

23 Q. Have you had any pharmacies exercise that
24 provision?

25 A. No.

TSG Reporting - Worldwide 877-702-9580

Exhibit D

From: Puccetti, Joy
Sent: Saturday, March 16, 2002 3:56 PM
To: James, Robert; Thomas, Erlinda
Cc: Cullenward, Eric; Pantano, Dan; Thomas, Jon; Oliverson, Kathie; Friedman, Leslie; Wahl, Kerry; Florence, Evelyn; Schnabel, Judy
Subject: RE: AWP's on Invoice's incorrect
Importance: High

Bob: I appreciate the update and clarification. Has this been communicated to the field? If not, would you be willing to work with me and put something out to our sales team so they are better prepared to deal with their customer's concerns?

Kerry: your thoughts about moving my original request through the BR process?

Joy Puccetti
National System Support Center
 (425)712-3504 - Phone
 (425)712-3520 - Fax

-----Original Message-----

From: James, Robert
Sent: Friday, March 15, 2002 11:13 AM
To: Puccetti, Joy; Thomas, Erlinda
Cc: Cullenward, Eric; Pantano, Dan; Thomas, Jon; Oliverson, Kathie; Friedman, Leslie; Wahl, Kerry; Florence, Evelyn; Schnabel, Judy
Subject: RE: AWP's on Invoice's incorrect

Joy, its really happening the other way around. McKesson is normalizing our Sugg Sell or Retail List, and AWP increases usually happen when FDB re-surveys the wholesalers after price increases. They set the AWP where 2 out of 3 of the national wholesalers are using the same markup. We just happen to be improving our process to eliminate the need to override AWP's with each pricing activity in the future. I spoke with FDB earlier this week and they stated that about 90% of the vendors have been changed to 25% markup and use a 1.25 factor (times the VVAC). Some of the detail needs to catch up with individual sku's as price increases occur. The remaining vendors should be done in over the next quarter.

My guess is that things should look very good in the next couple of months. I am working with FDB to point out problem suppliers as Erlinda's group provides me the weekly information comparing our List Price with the FDB AWP. Sorry for the extra confusion and questions that have come up from our customers. The (unintended consequences) results should have a very positive impact on our customers profitability.

Hope this helps. Call me if you have questions.

Take care.

Bob James
 Director-Brand Pharmaceutical Product Management
 McKesson
 One Post Street-38th Floor
 San Francisco, CA 94104
 415-983-8755 Fax 415-732-2951
 robert.james@mckesson.com

-----Original Message-----

From: Puccetti, Joy
Sent: Thursday, March 14, 2002 4:40 PM
To: Thomas, Erlinda
Cc: Cullenward, Eric; Pantano, Dan; Thomas, Jon; Oliverson, Kathie; Friedman, Leslie; James, Robert; Wahl, Kerry; Florence,

MCKAWP 0042663
 HIGHLY CONFIDENTIAL

From: James, Robert
Sent: Tuesday, October 09, 2001 8:59 AM
To: Yonko, Greg
Subject: RE: AWP Change

Greg,

This probably speaks to First Data Bank's willingness to work with us to normalize the brand product AWP's. I believe the industry should be moving toward cost plus (WAC) a dispensing fee. WAC and direct prices are published and easily verified. Brand AWP's usually have either a 16 2/3% or a 20% spread (AWP to WAC) whereas generics are all over the map and can vary from a 28%-30% introductory spread to as much as 80% to 90% on a mature product. This variance is what lead to MAC pricing (maximum allowable cost or federal upper limit (FUL)) which is a fixed reimbursement per tablet/capsule, etc. no matter what the cost.

Typical reimbursements in retail for brand products would be as low as AWP -15% plus a \$2.00 fee and for generics, they can be like AWP -40% plus a fee, or MAC priced at a fixed rate.

AWP really has no impact on our wholesale business but certainly does on our customers' third party reimbursements. As you know we have been doing everything possible to raise AWP's where we can and we have had some recent success with FDB as we discussed. I am looking into the initiation of AWP's on repackaged product where the repackager has used their own NDC code which is different from the manufacturer's. This scenario would explain why Merck Medco and others are able to bid AWP minus 20-22% and still be profitable. I am told that this is also commonly done with distributors to physician's offices as well, but I have no direct knowledge of this practice.

Greg, we get many questions from our sales people and our customers about AWP's. The following is an excerpt from a recent response:

The customer had asked the question, why is the AWP different from the Sugg Sell or List Price on their tickets. This can be confusing because reimbursement is based on FDB AWP and not McKesson Sell Price.

The easy answer is to have the customer choose to print the actual First Data Bank AWP on the tickets.

This figure is "an average" of the 3 major wholesalers. For brand pharmaceuticals, its usually 16 2/3% or a 20% spread from the AWP to WAC. If 2 out of 3 are at 20%, then that is what FDB uses. If McKesson's sugg sell is at a 25% markup (or 20% spread) the numbers are the same. If McKesson's sugg sell is at a 20% markup, then the numbers would be different.....McKesson's would be lower in this case. Remember, McKesson does not set AWP, we set List Price or Sugg Sell Price. AWP by definition is an "average wholesale price". This is arrived at by FDB by doing a phone survey in the couple of weeks following a new product introduction or a price increase.

Bob James
 Director-Brand Pharmaceutical Product Management
 McKesson
 One Post Street-8th Floor
 San Francisco, CA 94104
 415-993-9755, Fax 415-732-2951
 robert.james@mckesson.com

-----Original Message-----

From: Yonko, Greg
Sent: Tuesday, October 09, 2001 8:05 AM
To: James, Robert
Subject: FW: AWP Change

bob what is your opinion on this subject.. see below.

Monthly Status Report

McKESSON
Empowering Healthcare

Rx Brand Product Management General Overview December 2002

Summary of December Promo Purchases:

- Promo Buys were placed for \$164,903,346.65 during the month of December.
- Billback profit amounted to \$2,652,168 or 1.61% of total December buys.
- Off-invoice profits on amounted to \$5,447,353 or 3.30% of total buys.
- NRGP Profit on these allocations totals \$607,877. This is equal to 0.37%.
- Total estimated profit for the month is \$8,707,398 or 5.28% of promo buys.

New Product Launches and Significant Events:

- Claritin Buy. We made the last buy on Claritin Rx for \$108,000,000 before Schering stopped shipping the Rx product in favor of the new OTC version. The 4% off-invoice allowance for \$4,202,368 fell to bonus goods in the Brand Rx budget.
- John Bonner negotiated a deal with Novartis Ophthalmic for about \$13,000,000 with an average 13% off-invoice. This was turned over to the Trading Company to optimize the opportunity.
- Lilly launched the new ADD drug Strattera that should become a real blockbuster because the drug is not a controlled substance like the competitive drugs, Ritalin and Concerta. There was no off-invoice but we took advantage of early order placement, which earned McKesson about \$50,000 in bonus goods that did not have to be shared.
- We were also able to execute the Bayer level buy program on Cipro. This will be close to a \$1,500,000 billback benefit.
- Abbott launched their new arthritis drug, Humira that will compete with Enbrel and Remicade. They are expecting this to become a \$3 Billion. Drug with in the next three years.
- We collected our \$5,000,000 from Monarch on the Levoxyl purchase and Prefer Rx program and continue to work with them to generate another price increase that potentially would earn McKesson another 5-8 million in NRGP.

In December we set up 16 new items and executed successful launches that included several auto ships through Priority Express.

Monthly Status Report**McKESSON***Empowering Healthcare***On the horizon:**

- Pfizer just received the approval on Relpax for migraines. This has been a huge success in Europe the past several years. FDA required additional clinical information and trials, which ultimately delayed launch in the U.S. This product is expected to ship in early February and should become another blockbuster.
- Aventis just received approval on their new antibiotic, Ketek, which will compete with Pfizer's Zithromycin. We do not have pricing yet but expect this to come by the end of the week. This product will ship the first week in February. Ketek is also expected to be a blockbuster.
- Merck is close to approval on a new anti-emesis drug for cancer patients that should be another big success.

Current Initiatives:

- We are still working with Abbott to recover the 1% return allowance paid to McKesson for the QW purchases and RxPak. These amount to just under \$1,000,000 for QW and about \$1,385,000 for RxPak. Today, these allowances are going into a general fund and are not being captured where they belong. QW has between \$200,000 and \$300,000 worth of returns that have to be discarded. The allowance is meant to offset these situations.
- The ZLB Immune Globulin situation has been resolved. We were able to negotiate a return and re-order on the entire amount of short-dated and expired product. This effort saved McKesson a write-off of about \$1,300,000. Kim Hindley-Shaw and Scott Bradford were intimately involved in this process and we could not have resolved this situation without their help.
- We have had some recent success in getting some movement in AWP's on Lilly and Novo products. Our retail customers should begin seeing huge improvement in profitability when dispensing these products over the next few months. Both companies have had AWP spreads increased to 20% from 16 2/3%, which will be realized as price increases, occur.
- Our new marketing group has been spending some time working with us on updating our Prefer Rx Marketing Program and is preparing for a re-launch. We have added some new items and they are working on refreshing our marketing materials and educational material for our field sales folks. We have also recently added Albertson's to this group of participating stores.
- We are currently looking at some analysis of the Abbott pricing structure to see if it makes sense to get rid of the list only feature that has been used for years and take advantage of Abbott's two tier pricing strategy. (They are the last in the industry to use the two tier pricing). This could potentially create a substantial amount of net

Monthly Status Report

McKESSON

Empowering Healthcare

bonus goods (after pass-thru to chains) that would have a very positive impact on our FY04 budget.

From: Coppolo, Benjamin
Sent: Friday, July 30, 2004 5:07 AM
To: Bonner, John
Subject: RE: Price change

Sensitivity: Confidential

Thanks for the information.

Ben Coppolo
McKesson Corporation
8129 Arlington Texas
817-652-7668

-----Original Message-----

From: Bonner, John
Sent: Thursday, July 29, 2004 5:44 PM
To: Coppolo, Benjamin
Subject: RE: Price change
Sensitivity: Confidential

We try to "push" the AWP up to 25% above WAC rather than 20%. This may cause your customer some short term reimbursement pain with the payors but in the long run, if AWP at First Data Bank goes from 20% to 25%, your customer will benefit.

Most payors reimburse pharmacies at AWP minus 15 to 17%. The higher AWP markup percentage, the more they are paid by the insurance company. Pharmacies barely break even on items with 20% AWP's.

*John Bonner
Director Product Management, Branded Rx
McKesson Drug
One Post St. 30th floor
San Francisco, CA 94104*

*Voice: 415-403-8363
FAX: 415-722-2594
cell: 925-738-6731*

-----Original Message-----

From: Coppolo, Benjamin
Sent: Thursday, July 29, 2004 3:26 PM
To: Bonner, John
Cc: Shurden, Jacob; Wright, Tim
Subject: RE: Price change

John

I was unaware of how the AWP price was derived and had a question from a customer) regarding the AWP price on this particular product. I was under the impression that we may have the wrong price in our system due to a change from the vendor. If this is the correct price that we get the product for then the AWP does need to be changed. Sorry for the confusion.

Ben Coppolo

AO88 (Rev. 12/06) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT

CENTRAL

DISTRICT OF ILLINOIS

NEW ENGLAND CARPENTERS HEALTH
 BENEFITS FUND, ET AL.

V.

SUBPOENA IN A CIVIL CASE

FIRST DATABANK, INC. AND
 MCKESSON CORPORATION

Case Number:¹ 1:05-CV-11148
 DISTRICT OF MASSACHUSETTS

TO: Caremark Rx, Inc.
 c/o Illinois Corporation Service
 801 Adlai Stevenson Drive
 Springfield, IL 62703

- ☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

- ☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

- ☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

SEE RIDER ATTACHED AS EXHIBIT "A".

PLACE Minutemen Printing Co., 4179 W. Jefferson St # A, Springfield, IL 62707
 (217) 546-2737

DATE AND TIME
 3/23/07, 9:00 a.m.

- ☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.


PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

DATE


 ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Attorney for Plaintiffs

3/09/07

Jennifer Fountain Connolly, Wexler Toriseva-Wallace LLP, One N. LaSalle Street, Suite 2000, Chicago, IL 60602, (312) 346-2222

(See Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page)

¹ If action is pending in district other than district of issuance, state district under case number.

UNITED STATES DISTRICT COURT FOR THE
CENTRAL DISTRICT OF ILLINOISNew England Carpenters Health
Benefits Fund, et al.

Plaintiff

-vs-

First Databank, Inc., McKesson
Corporation

Defendant)

) 1:05-CV-11148
) AFFIDAVIT OF AUTHORIZED SERVICE

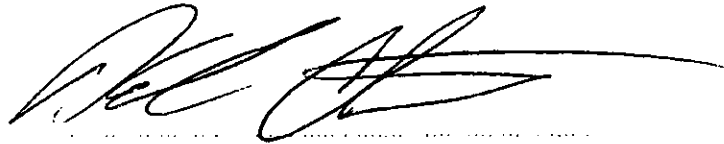
) Civil Subpoena Duces Tecum

Received by 1-800-SERVE-EM on March 13, 2007 at 9:44 AM to be served on Caremark Rx, Inc. c/o
Illinois Corporation Service, 801 Adlai Stevenson Drive Springfield, IL 62703.

I, Kyle Clutter, who being duly sworn, depose and say that on March 13, 2007 at 3:38 PM, I:

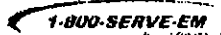
Served Caremark Rx, Inc. c/o Illinois Corporation Service by delivering a true copy of the Civil Subpoena
Duces Tecum with the date and hour of service endorsed thereon by me, to Mary Davis, Receptionist,
authorized to accept service at 801 Adlai Stevenson Drive Springfield, IL 62703.

I am over the age of 18, have no interest in the above action, and am authorized to serve process in the
county in which the process was served.



Kyle Clutter
1-800-SERVE-EM
800.737.8336
Job Serial Number: 2007203540
Reference: 1189-000

State of:
County of:
Subscribed and sworn to before me.



NOTARY PUBLIC

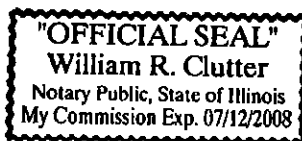


EXHIBIT A – RIDER

A. DEFINITIONS AND INSTRUCTIONS

1. The term “McKesson” refers to McKesson Corporation and any of its predecessors, successors, parents, subsidiaries, and any of its local, regional, national, executive and foreign offices, affiliates, divisions or branches thereof, any present or former partners, officers, directors, employees or agents including, but not limited to, attorneys, accountants, advisors and all other Persons acting or purporting to act on its behalf.

2. The term “FDB” refers to First DataBank, Inc. and any of its predecessors, successors, parents, subsidiaries, and any of its local, regional, national, executive and foreign offices, affiliates, divisions or branches thereof, any present or former partners, officers, directors, employees or agents including, but not limited to, attorneys, accountants, advisors and all other Persons acting or purporting to act on its behalf.

3. “You” means Caremark Rx, Inc. (“Caremark”) and its predecessors, and employees, officers, directors, agents, attorneys, affiliates or any person acting on Your behalf.

4. The term “document” includes, without limitation, the originals of all writings of every kind, including but not limited to letters, telegrams, memoranda, reports, studies, legal pleadings, speeches, calendars, diary entries, travel records and vouchers, promotional materials, pamphlets, handwritten notes, drafts, lists directives, reports, tabulations, minutes and records of meetings, and telephone records, which are now or formerly were in the actual or constructive possession and control of You, Your officers, directors, employees, attorneys or other agents. The term “document” further includes data processing and computer printouts, tapes, disks, and data stored in computers or data processing equipment, together with programs and program documentation necessary to retrieve, read and utilize such data, and all other mechanical or electronic means of storing or recording data, as well as tape, film or cassette sound and/or visual recordings, and reproductions or film impressions of any of the aforementioned writings. The term “document” also includes copies of all documents which are not identical duplicates of the originals and copies of documents if the originals of documents are not in the possession, custody or control of You, Your officers, directors, employees, attorneys or other agents. Alteration of documents includes, without limitation, any modification, censorship, redaction, addition to or changing, which obscures, removes, amends, changes or obliterates any part of the original language, information, or meaning.

5. The term “communication” shall mean any act, action, oral speech, written correspondence, contact, expression of words, thoughts, or ideas or transmission of exchange of data or other information to another person, whether orally, person-to-person, in a group, by telephone, letter, personal delivery, telex, facsimile, or any other process, electric, electronic or otherwise. All such communications in writing shall include, without limitation, printed, typed, handwritten, electronic, or other readable documents.

6. The term “meeting” shall mean any assembly, convocation, or encounter, a contemporaneous presence of two or more persons for any purpose (including via telephone or via

any electronic means), whether or not planned, arranged or scheduled in advance and whether or not the meeting was formal or informal or occurred in connection with some other activity.

7. "AWP" means average wholesale price.

8. "AWP-Reimbursing Clients" shall mean any Person on whose behalf You negotiate reimbursement rates for the Subject Drugs, and who in turn reimburses for the Subject Drugs based on AWP.

9. "Mark-up" or "spread" means the difference between WAC and AWP, whether expressed as the percentage by which the difference is above WAC (e.g., 20% or 25% above WAC) or as an amount under AWP (e.g., 16.7% or 20% off AWP).

10. The term "person" means any natural person or any business, legal or governmental entity or association.

11. "WAC" means Wholesale Acquisition Cost.

12. "Subject Drugs" means the drugs listed in Exhibit 1.

13. Unless otherwise specifically stated herein, the period covered by each of these requests extends from January 1, 2001 to the date of Your response to these discovery requests.

14. "Relating to" or "related to" shall include describing, discussing, reflecting, constituting, evidencing, referring to, pertaining to, concerning, involving, memorializing, dealing with and bearing on (whether legally, factually, or otherwise).

15. The connectives "and/or" are to be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope, and are not to be interpreted in such a manner as to exclude any information within the scope of the document request.

16. All documents produced should be produced in the order in which You maintain them in the ordinary course of Your business.

17. You should produce the original of each document requested together with all non-identical copies and drafts of that document. If the original of a document cannot be located, a copy should be produced in lieu thereof, and should be eligible and bound or stapled in the same manner as the original.

18. Documents not otherwise responsive to these requests should be produced if such documents mention, discuss, refer to or explain one or more documents that are called for by these document requests or if such documents are attached to documented called for by these document requests and constitute routing slips, transmittal memoranda or letters, comments, evaluations or similar materials.

19. Documents attached to each other should not be separated.

B. REQUESTS FOR PRODUCTION

1. All documents relating to or reflecting communications with McKesson or FDB regarding the mark-up or spread on the Subject Drugs.

2. All documents relating to or reflecting meetings with McKesson or FDB regarding the mark-up or spread on the Subject Drugs.

3. All documents relating to or reflecting to any analysis done by You, including any analysis done by You for or on behalf of your AWP-Reimbursing Clients, regarding whether or how to recoup, recover or otherwise compensate for the mark-up or spread on the Subject Drugs.

4. All documents relating to or reflecting Your knowledge or discovery of McKesson's role in creating, increasing or otherwise influencing the mark-up or spread on the Subject Drugs.

SAO88 (Rev. 12/06) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT

EASTERN

DISTRICT OF

MISSOURI

NEW ENGLAND CARPENTERS HEALTH
 BENEFITS FUND, ET AL.

V.

AMENDED
 SUBPOENA IN A CIVIL CASE

FIRST DATABANK, INC. AND
 MCKESSON CORPORATION

Case Number:¹ 1:05-CV-11148
 DISTRICT OF MASSACHUSETTS

TO: Express Scripts, Inc.
 c/o CSC - Lawyers Incorporating Service Company
 221 Bolivar Street
 Jefferson City, MO 65101

☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

SEE RIDER ATTACHED AS EXHIBIT "A".

PLACE

Favre Law Office, LLC, 5005 W. Main Street, Belleville, IL 62226

DATE AND TIME

4/06/07, 9:00 a.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

DATE



Attorney for Plaintiffs

3/22/07

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Jennifer Fountain Connolly, Wexler Toriseva Wallace LLP, One N. LaSalle Street, Suite 2000, Chicago, IL 60602, (312) 346-2222

(See Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page)

¹ If action is pending in district other than district of issuance, state district under case number.

PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises — or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject

to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) CONTEMPT. Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

EXHIBIT A – RIDER

A. DEFINITIONS AND INSTRUCTIONS

1. The term “McKesson” refers to McKesson Corporation and any of its predecessors, successors, parents, subsidiaries, and any of its local, regional, national, executive and foreign offices, affiliates, divisions or branches thereof, any present or former partners, officers, directors, employees or agents including, but not limited to, attorneys, accountants, advisors and all other Persons acting or purporting to act on its behalf.

2. The term “FDB” refers to First DataBank, Inc. and any of its predecessors, successors, parents, subsidiaries, and any of its local, regional, national, executive and foreign offices, affiliates, divisions or branches thereof, any present or former partners, officers, directors, employees or agents including, but not limited to, attorneys, accountants, advisors and all other Persons acting or purporting to act on its behalf.

3. “You” means Express Scripts, Inc. (“ESI”) and its predecessors, and employees, officers, directors, agents, attorneys, affiliates or any person acting on Your behalf.

4. The term “document” includes, without limitation, the originals of all writings of every kind, including but not limited to letters, telegrams, memoranda, reports, studies, legal pleadings, speeches, calendars, diary entries, travel records and vouchers, promotional materials, pamphlets, handwritten notes, drafts, lists directives, reports, tabulations, minutes and records of meetings, and telephone records, which are now or formerly were in the actual or constructive possession and control of You, Your officers, directors, employees, attorneys or other agents. The term “document” further includes data processing and computer printouts, tapes, disks, and data stored in computers or data processing equipment, together with programs and program documentation necessary to retrieve, read and utilize such data, and all other mechanical or electronic means of storing or recording data, as well as tape, film or cassette sound and/or visual recordings, and reproductions or film impressions of any of the aforementioned writings. The term “document” also includes copies of all documents which are not identical duplicates of the originals and copies of documents if the originals of documents are not in the possession, custody or control of You, Your officers, directors, employees, attorneys or other agents. Alteration of documents includes, without limitation, any modification, censorship, redaction, addition to or changing, which obscures, removes, amends, changes or obliterates any part of the original language, information, or meaning.

5. The term “communication” shall mean any act, action, oral speech, written correspondence, contact, expression of words, thoughts, or ideas or transmission of exchange of data or other information to another person, whether orally, person-to-person, in a group, by telephone, letter, personal delivery, telex, facsimile, or any other process, electric, electronic or otherwise. All such communications in writing shall include, without limitation, printed, typed, handwritten, electronic, or other readable documents.

6. The term “meeting” shall mean any assembly, convocation, or encounter, a contemporaneous presence of two or more persons for any purpose (including via telephone or via

any electronic means), whether or not planned, arranged or scheduled in advance and whether or not the meeting was formal or informal or occurred in connection with some other activity.

7. "AWP" means average wholesale price.

8. "AWP-Reimbursing Clients" shall mean any Person on whose behalf You negotiate reimbursement rates for the Subject Drugs, and who in turn reimburses for the Subject Drugs based on AWP.

9. "Mark-up" or "spread" means the difference between WAC and AWP, whether expressed as the percentage by which the difference is above WAC (e.g., 20% or 25% above WAC) or as an amount under AWP (e.g., 16.7% or 20% off AWP).

10. "WAC" means Wholesale Acquisition Cost.

11. "Subject Drugs" means the drugs listed in Exhibit 1.

12. Unless otherwise specifically stated herein, the period covered by each of these requests extends from January 1, 2001 to the date of Your response to these discovery requests.

13. "Relating to" or "related to" shall include describing, discussing, reflecting, constituting, evidencing, referring to, pertaining to, concerning, involving, memorializing, dealing with and bearing on (whether legally, factually, or otherwise).

14. The connectives "and/or" are to be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope, and are not to be interpreted in such a manner as to exclude any information within the scope of the document request.

15. All documents produced should be produced in the order in which You maintain them in the ordinary course of Your business.

16. You should produce the original of each document requested together with all non-identical copies and drafts of that document. If the original of a document cannot be located, a copy should be produced in lieu thereof, and should be eligible and bound or stapled in the same manner as the original.

17. Documents not otherwise responsive to these requests should be produced if such documents mention, discuss, refer to or explain one or more documents that are called for by these document requests or if such documents are attached to documented called for by these document requests and constitute routing slips, transmittal memoranda or letters, comments, evaluations or similar materials.

18. Documents attached to each other should not be separated.

B. REQUESTS FOR PRODUCTION

1. All documents relating to or reflecting communications with McKesson or FDB relating to the mark-up or spread on the Subject Drugs.

2. All documents relating to or reflecting meetings with McKesson or FDB relating to the mark-up or spread on the Subject Drugs.

3. All documents relating to or reflecting to any analysis done by You, including any analysis done by You for or on behalf of your AWP-Reimbursing Clients, regarding whether or how to recoup, recover or otherwise compensate for the mark-up or spread on the Subject Drugs.

4. All documents relating to or reflecting Your knowledge or discovery of McKesson's role in creating, increasing or otherwise influencing the mark-up or spread on the Subject Drugs.

Exhibit 1

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
3M PHARMACEUTICALS	00089020025	METROGEL-VAGINAL 0.75% GEL
3M PHARMACEUTICALS	00089061012	ALDARA 5% CREAM
3M PHARMACEUTICALS	00089081521	MAXAIR AUTOHALER 0.2 MG AERO
3M PHARMACEUTICALS	00089030510	TAMBOCOR 50 MG TABLET
3M PHARMACEUTICALS	00089030710	TAMBOCOR 100 MG TABLET
3M PHARMACEUTICALS	00089031410	TAMBOCOR 150 MG TABLET
AAIPHARMA LLC	00028007201	BRETHINE 2.5 MG TABLET
AAIPHARMA LLC	00028007210	BRETHINE 2.5 MG TABLET
AAIPHARMA LLC	00028010501	BRETHINE 5 MG TABLET
AAIPHARMA LLC	00028010510	BRETHINE 5 MG TABLET
AAIPHARMA LLC	00002035102	DARVOCET-N 50 TABLET
AAIPHARMA LLC	00002035333	DARVON-N 100 MG TABLET
AAIPHARMA LLC	00002036302	DARVOCET-N 100 TABLET
AAIPHARMA LLC	00002036303	DARVOCET-N 100 TABLET
AAIPHARMA LLC	00002036333	DARVOCET-N 100 TABLET
AAIPHARMA LLC	00002080303	DARVON 65 MG PULVULE
AAIPHARMA LLC	00002080333	DARVON 65 MG PULVULE
AAIPHARMA LLC	00002311102	DARVON COMPOUND-65 PULVULE
AAIPHARMA LLC	00002311103	DARVON COMPOUND-65 PULVULE
AAIPHARMA LLC	66591062241	DARVON 65 MG PULVULE
AAIPHARMA LLC	66591083141	DARVON-N 100 MG TABLET
AAIPHARMA LLC	66591083151	DARVON-N 100 MG TABLET
ABBOTT LABORATORIES	00597002901	MOBIC 7.5 MG TABLET
ABBOTT LABORATORIES	00597003001	MOBIC 15 MG TABLET
ABBOTT LABORATORIES	00597003928	MICARDIS 20 MG TABLET
ABBOTT LABORATORIES	00597004028	MICARDIS 40 MG TABLET
ABBOTT LABORATORIES	00597004128	MICARDIS 80 MG TABLET
ABBOTT LABORATORIES	00597004328	MICARDIS HCT 40/12.5 MG TAB
ABBOTT LABORATORIES	00597004428	MICARDIS HCT 80/12.5 MG TAB
ABBOTT LABORATORIES	00074258811	BIAXIN 500 MG TABLET
ABBOTT LABORATORIES	00074336811	BIAXIN 250 MG TABLET
ABBOTT LABORATORIES	00074611411	DEPAKOTE 125 MG SPRINKLE CAP
ABBOTT LABORATORIES	00074621211	DEPAKOTE 125 MG TABLET EC
ABBOTT LABORATORIES	00074621411	DEPAKOTE 250 MG TABLET EC
ABBOTT LABORATORIES	00074621511	DEPAKOTE 500 MG TABLET EC
ABBOTT LABORATORIES	00074707930	FERO-FOLIC-500 FILMTAB
ABBOTT LABORATORIES	00074712530	IBERET-FOLIC 500 FILMTAB
AGOURON PHARMACEUTICALS INC	63010001030	VIRACEPT 250 MG TABLET
AGOURON PHARMACEUTICALS INC	63010001190	VIRACEPT POWDER
ASTRAZENECA LP	00186000131	LEXCEL 5-5 MG TABLET SA
ASTRAZENECA LP	00186000168	LEXCEL 5-5 MG TABLET SA
ASTRAZENECA LP	00186000231	LEXCEL 5-2.5 MG TABLET SA
ASTRAZENECA LP	00186031521	XYLOCAINE 5% OINTMENT
ASTRAZENECA LP	00186032001	XYLOCAINE 4% SOLUTION
ASTRAZENECA LP	00186033001	XYLOCAINE 2% JELLY
ASTRAZENECA LP	00186033036	XYLOCAINE 2% JELLY
ASTRAZENECA LP	00186036001	XYLOCAINE 2% VISCOSUS SOLN
ASTRAZENECA LP	00186036011	XYLOCAINE 2% VISCOSUS SOLN
ASTRAZENECA LP	00186045028	PLENDIL 2.5 MG TABLET SA
ASTRAZENECA LP	00186045031	PLENDIL 2.5 MG TABLET SA
ASTRAZENECA LP	00186045058	PLENDIL 2.5 MG TABLET SA
ASTRAZENECA LP	00186045128	PLENDIL 5 MG TABLET SA
ASTRAZENECA LP	00186045131	PLENDIL 5 MG TABLET SA
ASTRAZENECA LP	00186045158	PLENDIL 5 MG TABLET SA
ASTRAZENECA LP	00186045228	PLENDIL 10 MG TABLET SA
ASTRAZENECA LP	00186045231	PLENDIL 10 MG TABLET SA
ASTRAZENECA LP	00186045258	PLENDIL 10 MG TABLET SA
ASTRAZENECA LP	00186060628	PRILOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	00186060631	PRILOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	00186060668	PRILOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	00186060682	PRILOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	00186070768	TONOCARD 400 MG TABLET
ASTRAZENECA LP	00186070968	TONOCARD 600 MG TABLET
ASTRAZENECA LP	00186074228	PRILOSEC 20 MG CAPSULE DR
ASTRAZENECA LP	00186074231	PRILOSEC 20 MG CAPSULE DR
ASTRAZENECA LP	00186074282	PRILOSEC 20 MG CAPSULE DR
ASTRAZENECA LP	00186074328	PRILOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	00186074331	PRILOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	00186074368	PRILOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	00186074382	PRILOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	00186107509	RHINOCORT NASAL INHALER
ASTRAZENECA LP	00186151501	EMLA CREAM W/TEGADERM
ASTRAZENECA LP	00186151503	EMLA CREAM W/TEGADERM
ASTRAZENECA LP	00186151601	EMLA CREAM
ASTRAZENECA LP	00186502031	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	00186502054	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	00186502082	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	00186502228	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	00186504031	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	00186504054	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	00186504082	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	00186504228	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	00310013010	ZESTRIL 5 MG TABLET
ASTRAZENECA LP	00310013034	ZESTRIL 5 MG TABLET
ASTRAZENECA LP	00310013039	ZESTRIL 5 MG TABLET
ASTRAZENECA LP	00310013110	ZESTRIL 10 MG TABLET

Privileged and Confidential Information

Page 1

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
ASTRAZENECA LP	00310013134	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310013139	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310013173	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310013210	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310013234	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310013239	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310013273	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310013310	ZESTRIL 30 MG TABLET
ASTRAZENECA LP	00310013410	ZESTRIL 40 MG TABLET
ASTRAZENECA LP	00310013510	ZESTRIL 2.5 MG TABLET
ASTRAZENECA LP	00310014110	ZESTORETIC 10/12.5 TABLET
ASTRAZENECA LP	00310014210	ZESTORETIC 20/12.5 TABLET
ASTRAZENECA LP	00310014510	ZESTORETIC 20/25 TABLET
ASTRAZENECA LP	00310020130	ARIMIDEX 1 MG TABLET
ASTRAZENECA LP	00310040160	ACCOLATE 10 MG TABLET
ASTRAZENECA LP	00310040239	ACCOLATE 20 MG TABLET
ASTRAZENECA LP	00310040260	ACCOLATE 20 MG TABLET
ASTRAZENECA LP	00310060018	NOLVADEX 10 MG TABLET
ASTRAZENECA LP	00310060060	NOLVADEX 10 MG TABLET
ASTRAZENECA LP	00310060075	NOLVADEX 10 MG TABLET
ASTRAZENECA LP	00310060412	NOLVADEX 20 MG TABLET
ASTRAZENECA LP	00310060430	NOLVADEX 20 MG TABLET
ASTRAZENECA LP	00310060490	NOLVADEX 20 MG TABLET
ASTRAZENECA LP	00310070510	CASODEX 50 MG TABLET
ASTRAZENECA LP	00310070530	CASODEX 50 MG TABLET
ASTRAZENECA LP	00310070539	CASODEX 50 MG TABLET
ASTRAZENECA LP	00037721020	ZOMIG 2.5 MG TABLET
ASTRAZENECA LP	00037721125	ZOMIG 5 MG TABLET
ASTRAZENECA LP	00186000431	ATACAND 4 MG TABLET
ASTRAZENECA LP	00186000831	ATACAND 8 MG TABLET
ASTRAZENECA LP	00186001628	ATACAND 16 MG TABLET
ASTRAZENECA LP	00186001631	ATACAND 16 MG TABLET
ASTRAZENECA LP	00186001654	ATACAND 16 MG TABLET
ASTRAZENECA LP	00186003228	ATACAND 32 MG TABLET
ASTRAZENECA LP	00186003231	ATACAND 32 MG TABLET
ASTRAZENECA LP	00186003254	ATACAND 32 MG TABLET
ASTRAZENECA LP	00188018228	ATACAND HCT 16/12.5 MG TAB
ASTRAZENECA LP	00188018254	ATACAND HCT 16/12.5 MG TAB
ASTRAZENECA LP	00188032228	ATACAND HCT 32/12.5 MG TAB
ASTRAZENECA LP	00188032254	ATACAND HCT 32/12.5 MG TAB
ASTRAZENECA LP	00186091542	PULMICORT 200 MCG TURBUHALER
ASTRAZENECA LP	00186108805	TOPROL XL 25 MG TABLET SA
ASTRAZENECA LP	00188109005	TOPROL XL 50 MG TABLET SA
ASTRAZENECA LP	00188109205	TOPROL XL 100 MG TABLET SA
ASTRAZENECA LP	00310004010	ELAVIL 10 MG TABLET
ASTRAZENECA LP	00310004110	ELAVIL 50 MG TABLET
ASTRAZENECA LP	00310004210	ELAVIL 75 MG TABLET
ASTRAZENECA LP	00310004310	ELAVIL 100 MG TABLET
ASTRAZENECA LP	00310004510	ELAVIL 25 MG TABLET
ASTRAZENECA LP	00310004550	ELAVIL 25 MG TABLET
ASTRAZENECA LP	00310004710	ELAVIL 150 MG TABLET
ASTRAZENECA LP	00310004730	ELAVIL 150 MG TABLET
ASTRAZENECA LP	00310010110	TENORMIN 100 MG TABLET
ASTRAZENECA LP	00310010510	TENORMIN 50 MG TABLET
ASTRAZENECA LP	00310010534	TENORMIN 50 MG TABLET
ASTRAZENECA LP	00310010710	TENORMIN 25 MG TABLET
ASTRAZENECA LP	00310011510	TENORETIC 50 TABLET
ASTRAZENECA LP	00310011710	TENORETIC 100 TABLET
ASTRAZENECA LP	00310020920	ZOMIG ZMT 2.5 MG TABLET
ASTRAZENECA LP	00310021321	ZOMIG ZMT 5 MG TABLET
ASTRAZENECA LP	00310027110	SEROQUEL 100 MG TABLET
ASTRAZENECA LP	00310027139	SEROQUEL 100 MG TABLET
ASTRAZENECA LP	00310027210	SEROQUEL 200 MG TABLET
ASTRAZENECA LP	00310027239	SEROQUEL 200 MG TABLET
ASTRAZENECA LP	00310027510	SEROQUEL 25 MG TABLET
ASTRAZENECA LP	00310027539	SEROQUEL 25 MG TABLET
ASTRAZENECA LP	00186070210	ENTOCORT EC 3 MG CAPSULE
ASTRAZENECA LP	00310027439	SEROQUEL 300 MG TABLET
ASTRAZENECA LP	00310027460	SEROQUEL 300 MG TABLET
ATLEY PHARMACEUTICALS INC	59702015201	PEDIOX CHEWABLE TABLET
AXCAN SCANDIPHARM INC	00068012061	BENTYL 10 MG CAPSULE
AXCAN SCANDIPHARM INC	00068012361	BENTYL 20 MG TABLET
AXCAN SCANDIPHARM INC	00068012516	BENTYL 10 MG/5 ML SYRUP
AXCAN SCANDIPHARM INC	58914017110	CARAFATE 1 GM TABLET
AXCAN SCANDIPHARM INC	58914017121	CARAFATE 1 GM TABLET
AXCAN SCANDIPHARM INC	58914017130	CARAFATE 1 GM TABLET
AXCAN SCANDIPHARM INC	58914017150	CARAFATE 1 GM TABLET
BAXTER HEALTHCARE CORP	10019035060	ETHRANE INHALATION
BAXTER HEALTHCARE CORP	10019064124	SUPRANE INHALATION LIQUID
BAYER CORP PHARMACEUTICAL DIV	00026286148	PRECOSE 50 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026286251	PRECOSE 100 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026851106	CIPRO 100 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026851248	CIPRO 250 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026851251	CIPRO 250 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026851348	CIPRO 500 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026851351	CIPRO 500 MG TABLET

Privileged and Confidential Information

Page 2

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
BAYER CORP PHARMACEUTICAL DIV	00026851448	CIPRO 750 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026851450	CIPRO 750 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026855136	CIPRO 5% SUSPENSION
BAYER CORP PHARMACEUTICAL DIV	00026855336	CIPRO 10% SUSPENSION
BERLEX INC	50419010110	QUINAGLUTE DURA-TABS 324 MG
BERLEX INC	50419010111	QUINAGLUTE DURA-TABS 324 MG
BERLEX INC	50419010125	QUINAGLUTE DURA-TABS 324 MG
BERLEX INC	50419010150	QUINAGLUTE DURA-TABS 324 MG
BERTEK PHARMACEUTICALS INC	62794015102	MENTAX 1% CREAM
BERTEK PHARMACEUTICALS INC	62794015103	MENTAX 1% CREAM
BIOVAIL PHARMACEUTICALS INC	00173099341	ZOVIRAX 5% OINTMENT
BIOVAIL PHARMACEUTICALS INC	00088177147	CARDIZEM 30 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177155	CARDIZEM 30 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177190	CARDIZEM 30 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177247	CARDIZEM 60 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177255	CARDIZEM 60 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177290	CARDIZEM 60 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177747	CARDIZEM SR 60 MG CAPSULE SA
BIOVAIL PHARMACEUTICALS INC	00088177847	CARDIZEM SR 90 MG CAPSULE SA
BIOVAIL PHARMACEUTICALS INC	00088177947	CARDIZEM SR 120 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179147	CARDIZEM 90 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088179530	CARDIZEM CD 120 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179542	CARDIZEM CD 120 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179630	CARDIZEM CD 180 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179642	CARDIZEM CD 180 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179730	CARDIZEM CD 240 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179742	CARDIZEM CD 240 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179830	CARDIZEM CD 300 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179842	CARDIZEM CD 300 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64455079247	CARDIZEM 120 MG TABLET
BIOVAIL PHARMACEUTICALS INC	64455079549	CARDIZEM CD 120 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64455079649	CARDIZEM CD 180 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64455079650	CARDIZEM CD 180 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64455079749	CARDIZEM CD 240 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64455079849	CARDIZEM CD 300 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64455079942	CARDIZEM CD 360 MG CAP SA
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00087811142	CAFCIT 20 MG/ML ORAL SOLN
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597000160	AGGRENOX CAPSULE SA
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597000601	CATAPRES 0.1 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597000701	CATAPRES 0.2 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597001101	CATAPRES 0.3 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597001314	COMBIVENT INHALER
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597001701	PERSANTINE 25 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597001801	PERSANTINE 50 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597001901	PERSANTINE 75 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597002001	SERENTIL 10 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597002101	SERENTIL 25 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597002301	SERENTIL 100 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597002504	SERENTIL 25 MG/ML ORAL CONC
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597003112	CATAPRES-TTS 1 PATCH
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597003212	CATAPRES-TTS 2 PATCH
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597003334	CATAPRES-TTS 3 PATCH
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597004601	VIRAMUNE 200 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597004660	VIRAMUNE 200 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597004661	VIRAMUNE 200 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597004724	VIRAMUNE 50 MG/5 ML SUSP
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597006801	MEXITIL 150 MG CAPSULE
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597006701	MEXITIL 200 MG CAPSULE
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597006801	MEXITIL 250 MG CAPSULE
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597007017	ALUPENT 650 MCG INHALER COMP
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597008062	ATROVENT 0.02% SOLUTION
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597008130	ATROVENT 0.03% SPRAY
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597008214	ATROVENT INHALER
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597008876	ATROVENT 0.08% SPRAY
BRISTOL MYERS SQUIBB CO	00087606005	GLUCOPHAGE 500 MG TABLET
BRISTOL MYERS SQUIBB CO	00087606010	GLUCOPHAGE 500 MG TABLET
BRISTOL MYERS SQUIBB CO	00087607005	GLUCOPHAGE 850 MG TABLET
BRISTOL MYERS SQUIBB CO	00087607111	GLUCOPHAGE 1,000 MG TABLET
BRISTOL MYERS SQUIBB CO	00087661443	VIDEX 100 MG PACKET
BRISTOL MYERS SQUIBB CO	00087661543	VIDEX 167 MG PACKET
BRISTOL MYERS SQUIBB CO	00087661643	VIDEX 250 MG PACKET
BRISTOL MYERS SQUIBB CO	00087663241	VIDEX 2 GM PEDIATRIC SOLN
BRISTOL MYERS SQUIBB CO	00087663341	VIDEX 4 GM PEDIATRIC SOLN
BRISTOL MYERS SQUIBB CO	00087665001	VIDEX 25 MG TABLET CHEWABLE
BRISTOL MYERS SQUIBB CO	00087665101	VIDEX 50 MG TABLET CHEWABLE
BRISTOL MYERS SQUIBB CO	00087665201	VIDEX 100 MG TABLET CHEWABLE
BRISTOL MYERS SQUIBB CO	00087665301	VIDEX 150 MG TABLET CHEWABLE
BRISTOL MYERS SQUIBB CO	00087665515	VIDEX 200 MG TABLET CHEWABLE
BRISTOL MYERS SQUIBB CO	00015303020	CEENU 10 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00015303120	CEENU 40 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00015303220	CEENU 100 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00015303410	CEENU DOSE PACK
BRISTOL MYERS SQUIBB CO	00015308060	LYSODREN 500 MG TABLET
BRISTOL MYERS SQUIBB CO	00015309145	VEPESID 50 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00087003147	SERZONE 50 MG TABLET
BRISTOL MYERS SQUIBB CO	00087003231	SERZONE 100 MG TABLET

Privileged and Confidential Information

Page 3

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
BRISTOL MYERS SQUIBB CO	00087003331	SERZONE 200 MG TABLET
BRISTOL MYERS SQUIBB CO	00087003931	SERZONE 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087004131	SERZONE 250 MG TABLET
BRISTOL MYERS SQUIBB CO	00087015846	MONOPRIL 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00087015885	MONOPRIL 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00087060942	MONOPRIL 20 MG TABLET
BRISTOL MYERS SQUIBB CO	00087060945	MONOPRIL 20 MG TABLET
BRISTOL MYERS SQUIBB CO	00087060985	MONOPRIL 20 MG TABLET
BRISTOL MYERS SQUIBB CO	00087120213	MONOPRIL 40 MG TABLET
BRISTOL MYERS SQUIBB CO	00087149201	MONOPRIL HCT 10/12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087149301	MONOPRIL HCT 20/12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087585041	STADOL NS 10 MG/ML SPRAY
BRISTOL MYERS SQUIBB CO	63653117101	PLAVIX 75 MG TABLET
BRISTOL MYERS SQUIBB CO	63653117103	PLAVIX 75 MG TABLET
BRISTOL MYERS SQUIBB CO	63653117105	PLAVIX 75 MG TABLET
BRISTOL MYERS SQUIBB CO	63653117106	PLAVIX 75 MG TABLET
BRISTOL MYERS SQUIBB CO	00087048841	POLY-VI-FLOR 0.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087047402	POLY-VI-FLOR 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00087048741	POLY-VI-FLOR 0.25 MG TAB CHW
BRISTOL MYERS SQUIBB CO	00087048841	POLY-VI-FLOR/IRON 0.25 MG TB
BRISTOL MYERS SQUIBB CO	00087607211	GLUCOVANCE 1.25/250 MG TAB
BRISTOL MYERS SQUIBB CO	00087607311	GLUCOVANCE 2.5/500 MG TAB
BRISTOL MYERS SQUIBB CO	00087607411	GLUCOVANCE 5/500 MG TAB
BRISTOL MYERS SQUIBB CO	00015111750	TEQUIN 200 MG TABLET
BRISTOL MYERS SQUIBB CO	00015111760	TEQUIN 200 MG TABLET
BRISTOL MYERS SQUIBB CO	00015117760	TEQUIN 400 MG TABLET
BRISTOL MYERS SQUIBB CO	00015117780	TEQUIN 400 MG TABLET
BRISTOL MYERS SQUIBB CO	00087667117	VIDEX EC 125 MG CAP SA
BRISTOL MYERS SQUIBB CO	00087667217	VIDEX EC 200 MG CAP SA
BRISTOL MYERS SQUIBB CO	00087667317	VIDEX EC 250 MG CAP SA
BRISTOL MYERS SQUIBB CO	00087667417	VIDEX EC 400 MG CAP SA
BRISTOL MYERS SQUIBB CO	00087772060	CEFZIL 250 MG TABLET
BRISTOL MYERS SQUIBB CO	00087772150	CEFZIL 500 MG TABLET
BRISTOL MYERS SQUIBB CO	00087772160	CEFZIL 500 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016870	COUMADIN 4 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016875	COUMADIN 4 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016890	COUMADIN 4 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016970	COUMADIN 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016975	COUMADIN 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016990	COUMADIN 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017070	COUMADIN 2 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017075	COUMADIN 2 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017090	COUMADIN 2 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017270	COUMADIN 5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017275	COUMADIN 5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017290	COUMADIN 5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017370	COUMADIN 7.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017375	COUMADIN 7.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017470	COUMADIN 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017475	COUMADIN 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017670	COUMADIN 2.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017675	COUMADIN 2.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017690	COUMADIN 2.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018870	COUMADIN 3 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018875	COUMADIN 3 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018890	COUMADIN 3 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018970	COUMADIN 6 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018975	COUMADIN 6 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018990	COUMADIN 6 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277131	AVAPRO 75 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277132	AVAPRO 75 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277215	AVAPRO 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277231	AVAPRO 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277232	AVAPRO 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277235	AVAPRO 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277315	AVAPRO 300 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277331	AVAPRO 300 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277332	AVAPRO 300 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277531	AVALIDE 150-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277532	AVALIDE 150-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277631	AVALIDE 300-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277632	AVALIDE 300-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056047030	SUSTIVA 50 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00056047330	SUSTIVA 100 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00056047492	SUSTIVA 200 MG CAPSULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310402	PROZAC 10 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310501	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310502	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310507	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310530	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310533	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310581	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310582	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310730	PROZAC 40 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777512058	PROZAC 20 MG/5 ML SOLUTION
ELAN PHARMACEUTICALS INC	00173043201	TEMOVATE 0.05% SOLUTION

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
ELI LILLY AND CO	00430043514	SARAFEM 10 MG PULVULE
ELI LILLY AND CO	00430043614	SARAFEM 20 MG PULVULE
ELI LILLY AND CO	00002300475	PROZAC WEEKLY 90 MG CAPSULE
ELI LILLY AND CO	00002416502	EVISTA 60 MG TABLET
ELI LILLY AND CO	00002416507	EVISTA 60 MG TABLET
ELI LILLY AND CO	00002416530	EVISTA 60 MG TABLET
ELI LILLY AND CO	00002400602	PROZAC 10 MG TABLET
ELI LILLY AND CO	00002400630	PROZAC 10 MG TABLET
ELI LILLY AND CO	00002411204	ZYPREXA 2.5 MG TABLET
ELI LILLY AND CO	00002411233	ZYPREXA 2.5 MG TABLET
ELI LILLY AND CO	00002411260	ZYPREXA 2.5 MG TABLET
ELI LILLY AND CO	00002411504	ZYPREXA 5 MG TABLET
ELI LILLY AND CO	00002411533	ZYPREXA 5 MG TABLET
ELI LILLY AND CO	00002411560	ZYPREXA 5 MG TABLET
ELI LILLY AND CO	00002411633	ZYPREXA 7.5 MG TABLET
ELI LILLY AND CO	00002411660	ZYPREXA 7.5 MG TABLET
ELI LILLY AND CO	00002411704	ZYPREXA 10 MG TABLET
ELI LILLY AND CO	00002411733	ZYPREXA 10 MG TABLET
ELI LILLY AND CO	00002411760	ZYPREXA 10 MG TABLET
ELI LILLY AND CO	00002441504	ZYPREXA 15 MG TABLET
ELI LILLY AND CO	00002441533	ZYPREXA 15 MG TABLET
ELI LILLY AND CO	00002441560	ZYPREXA 15 MG TABLET
ELI LILLY AND CO	00002442004	ZYPREXA 20 MG TABLET
ELI LILLY AND CO	00002442033	ZYPREXA 20 MG TABLET
ELI LILLY AND CO	00002442060	ZYPREXA 20 MG TABLET
ELI LILLY AND CO	00002312542	VANCOCIN HCL 125 MG PULVULE
ELI LILLY AND CO	00002312642	VANCOCIN HCL 250 MG PULVULE
ELI LILLY AND CO	00002445301	ZYPREXA ZYDIS 5 MG TABLET
ELI LILLY AND CO	00002445385	ZYPREXA ZYDIS 5 MG TABLET
ELI LILLY AND CO	00002445401	ZYPREXA ZYDIS 10 MG TABLET
ELI LILLY AND CO	00002445485	ZYPREXA ZYDIS 10 MG TABLET
ELI LILLY AND CO	00002445501	ZYPREXA ZYDIS 15 MG TAB
ELI LILLY AND CO	00002445585	ZYPREXA ZYDIS 15 MG TAB
ELI LILLY AND CO	00002445601	ZYPREXA ZYDIS 20 MG TABLET
ELI LILLY AND CO	00002445685	ZYPREXA ZYDIS 20 MG TAB
FERNDAL LABORATORIES INC	00496077804	ANALPRAM-HC 1% CREAM
FERNDAL LABORATORIES INC	00496080004	ANALPRAM-HC 2.5% CREAM
FERNDAL LABORATORIES INC	00496082904	ANALPRAM-HC 2.5% LOTION
FERNDAL LABORATORIES INC	00496071603	PRAMOSONE 1% CREAM
FERNDAL LABORATORIES INC	00496071604	PRAMOSONE 1% CREAM
FERNDAL LABORATORIES INC	00496072903	PRAMOSONE 1% LOTION
FERNDAL LABORATORIES INC	00496072904	PRAMOSONE 1% LOTION
FERNDAL LABORATORIES INC	00496072906	PRAMOSONE 1% LOTION
FERNDAL LABORATORIES INC	00496076304	PRAMOSONE 1% OINTMENT
FERNDAL LABORATORIES INC	00496071703	PRAMOSONE 2.5% CREAM
FERNDAL LABORATORIES INC	00496071704	PRAMOSONE 2.5% CREAM
FERNDAL LABORATORIES INC	00496072604	PRAMOSONE 2.5% LOTION
FERNDAL LABORATORIES INC	00496072606	PRAMOSONE 2.5% LOTION
FERNDAL LABORATORIES INC	00496077704	PRAMOSONE 2.5% OINTMENT
FERNDAL LABORATORIES INC	00496085745	CLINAC BPO 7% GEL
FIRST HORIZON PHARMACEUTICAL CORP	59630019012	COGNEX 10 MG CAPSULE
FIRST HORIZON PHARMACEUTICAL CORP	59630019112	COGNEX 20 MG CAPSULE
FIRST HORIZON PHARMACEUTICAL CORP	59630019212	COGNEX 30 MG CAPSULE
FIRST HORIZON PHARMACEUTICAL CORP	59630019312	COGNEX 40 MG CAPSULE
FIRST HORIZON PHARMACEUTICAL CORP	00310089139	SULAR 10 MG TABLET SA
FIRST HORIZON PHARMACEUTICAL CORP	00310089239	SULAR 20 MG TABLET SA
FIRST HORIZON PHARMACEUTICAL CORP	00310089339	SULAR 30 MG TABLET SA
FIRST HORIZON PHARMACEUTICAL CORP	59630042090	PRENATE ADVANCE TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59630044010	SULAR 10 MG TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59630044110	SULAR 20 MG TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59630044210	SULAR 30 MG TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59630044310	SULAR 40 MG TABLET
FOREST PHARMACEUTICALS INC	00456052708	FLUMADINE 50 MG/5 ML SYRUP
FOREST PHARMACEUTICALS INC	00456401001	CELEXA 10 MG TABLET
FOREST PHARMACEUTICALS INC	00456402001	CELEXA 20 MG TABLET
FOREST PHARMACEUTICALS INC	00456402063	CELEXA 20 MG TABLET
FOREST PHARMACEUTICALS INC	00456404001	CELEXA 40 MG TABLET
FOREST PHARMACEUTICALS INC	00456404063	CELEXA 40 MG TABLET
FOREST PHARMACEUTICALS INC	00456413008	CELEXA 10 MG/5 ML SOLUTION
FOREST PHARMACEUTICALS INC	00456004001	THYROLAR-1/4 STRENGTH TAB
FOREST PHARMACEUTICALS INC	00456004501	THYROLAR-1/2 STRENGTH TAB
FOREST PHARMACEUTICALS INC	00456005001	THYROLAR-1 STRENGTH TABLET
FOREST PHARMACEUTICALS INC	00456005501	THYROLAR-2 STRENGTH TABLET
FOREST PHARMACEUTICALS INC	00456006001	THYROLAR-3 STRENGTH TABLET
FOREST PHARMACEUTICALS INC	00456045701	ARMOUR THYROID 15 MG TABLET
FOREST PHARMACEUTICALS INC	00456045800	ARMOUR THYROID 30 MG TABLET
FOREST PHARMACEUTICALS INC	00456045801	ARMOUR THYROID 30 MG TABLET
FOREST PHARMACEUTICALS INC	00456045863	ARMOUR THYROID 30 MG TABLET
FOREST PHARMACEUTICALS INC	00456045900	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456045901	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456045951	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456045963	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456046001	ARMOUR THYROID 90 MG TABLET
FOREST PHARMACEUTICALS INC	00456046100	ARMOUR THYROID 120 MG TABLET
FOREST PHARMACEUTICALS INC	00456046101	ARMOUR THYROID 120 MG TABLET
FOREST PHARMACEUTICALS INC	00456046163	ARMOUR THYROID 120 MG TABLET

Privileged and Confidential Information

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
FOREST PHARMACEUTICALS INC	00456046200	ARMOUR THYROID 180 MG TABLET
FOREST PHARMACEUTICALS INC	00456046201	ARMOUR THYROID 180 MG TABLET
FOREST PHARMACEUTICALS INC	00456046301	ARMOUR THYROID 240 MG TABLET
FOREST PHARMACEUTICALS INC	00456046401	ARMOUR THYROID 300 MG TABLET
FOREST PHARMACEUTICALS INC	00456060101	BANCAP HC CAPSULE
FOREST PHARMACEUTICALS INC	00456063001	ESGIC TABLET
FOREST PHARMACEUTICALS INC	00456064508	ELIXOPHYLLIN-KI ELIXIR
FOREST PHARMACEUTICALS INC	00456064808	ELIXOPHYLLIN GG 100/100 LIQ
FOREST PHARMACEUTICALS INC	00456064818	ELIXOPHYLLIN GG 100/100 LIQ
FOREST PHARMACEUTICALS INC	00456067099	AEROBID-M AEROSOL W/ADAPTER
FOREST PHARMACEUTICALS INC	00456067299	AEROBID AEROSOL W/ADAPTER
FOREST PHARMACEUTICALS INC	00456067801	ESGIC-PLUS TABLET
FOREST PHARMACEUTICALS INC	00456412363	CERVIDIL 10 MG VAGINAL INSRT
FOREST PHARMACEUTICALS INC	00456430008	MONUROL 3 GM SACHET
FOREST PHARMACEUTICALS INC	00535001101	ESGIC TABLET
FOREST PHARMACEUTICALS INC	00785112001	LORCET-HD CAPSULE
FOREST PHARMACEUTICALS INC	00785112201	LORCET PLUS TABLET
FOREST PHARMACEUTICALS INC	00785112250	LORCET PLUS TABLET
FOREST PHARMACEUTICALS INC	00785112263	LORCET PLUS TABLET
FOREST PHARMACEUTICALS INC	00785635001	LORCET 10/650 TABLET
FOREST PHARMACEUTICALS INC	00785635050	LORCET 10/650 TABLET
FOREST PHARMACEUTICALS INC	00785635063	LORCET 10/650 TABLET
FOREST PHARMACEUTICALS INC	00456052101	FLUMADINE 100 MG TABLET
FOREST PHARMACEUTICALS INC	00456068801	TESSALON PERLE 100 MG CAP
FOREST PHARMACEUTICALS INC	00456068802	TESSALON PERLE 100 MG CAP
FOREST PHARMACEUTICALS INC	00456089801	TESSALON 200 MG CAPSULE
GILEAD SCIENCES INC	61958050101	HEPSERA 10 MG TABLET
GILEAD SCIENCES INC	61958040101	VIREAD 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173010855	RETROVIR 100 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173010856	RETROVIR 100 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173011318	RETROVIR 10 MG/ML SYRUP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173013555	WELLBUTRIN SR 150 MG TAB SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173020155	DARAPRIM 25 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173033602	BECONASE 42 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038879	BECONASE AQ 0.042% SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173045003	IMITREX 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173045301	FLONASE 0.05% NASAL SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173045900	IMITREX 50 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046800	BECONASE 42 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173047001	EPIVIR 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173047100	EPIVIR 10 MG/ML ORAL SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173050100	RETROVIR 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052600	LAMICTAL 5 MG DISPER TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052700	LAMICTAL 25 MG DISPER TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173055601	ZYBAN 150 MG TABLET SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173055602	ZYBAN 150 MG TABLET SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173056502	VALTREX 1 GM CAPLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173059500	COMBIVIR TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173059502	COMBIVIR TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173063302	LAMICTAL 25 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173063535	LEUKERAN 2 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173064255	LAMICTAL 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173064380	LAMICTAL 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173064460	LAMICTAL 200 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173068100	ZIAGEN 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173068101	ZIAGEN 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173068200	EPIVIR HBV 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173068300	EPIVIR HBV 25 MG/5 ML SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173068400	ZIAGEN 20 MG/ML SOLUTION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173068518	MEPRON 750 MG/5 ML SUSPENSION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173067200	AGENERASE 150 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173067900	AGENERASE 50 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173068101	RELENZA 5 MG DISKHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173068700	AGENERASE 15 MG/ML ORAL SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173069100	TRIZIVIR TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173089500	ADVAIR 100/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173069502	ADVAIR 100/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173089600	ADVAIR 250/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173069602	ADVAIR 250/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173069700	ADVAIR 500/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173069702	ADVAIR 500/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173071325	MYLERAN 2 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173088025	THIOGUANINE TABLOID 40 MG TB
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173093303	VALTREX 500 MG CAPLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173093356	VALTREX 500 MG CAPLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173094755	WELLBUTRIN SR 100 MG TAB SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	59572030250	ALKERAN 2 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038700	CEFTIN 250 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038701	CEFTIN 250 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038742	CEFTIN 250 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039400	CEFTIN 500 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039401	CEFTIN 500 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039442	CEFTIN 500 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039501	CEFTIN 125 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173040600	CEFTIN 125 MG/5 ML ORAL SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173055400	CEFTIN 250 MG/5 ML ORAL SUSP

Privileged and Confidential Information

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173055500	CEPTIN 250 MG/5 ML ORAL SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173017755	WELLBUTRIN 75 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173017855	WELLBUTRIN 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046400	SEREVENT 21 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046500	SEREVENT 21 MCG INHLR REFILL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046700	SEREVENT 21 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173048100	FLOVENT 44 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049400	FLOVENT 110 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049500	FLOVENT 220 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049700	FLOVENT 44 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049800	FLOVENT 110 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049900	FLOVENT 220 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173050400	FLOVENT 250 MCG ROTADISK
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173050900	FLOVENT 100 MCG ROTADISK
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173051100	FLOVENT 50 MCG ROTADISK
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052000	SEREVENT DISKUS 50 MCG
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052100	SEREVENT DISKUS 50 MCG
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	57844052207	PURINETHOL 50 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	57844052252	PURINETHOL 50 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024255	LANOXIN 125 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024258	LANOXIN 125 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024275	LANOXIN 125 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024955	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024956	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024975	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024980	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173026427	LANOXIN 50 MCG/ML ELIXIR
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044600	ZOFRAN 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044802	ZOFRAN 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044604	ZOFRAN 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044700	ZOFRAN 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044702	ZOFRAN 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044704	ZOFRAN 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173048002	IMITREX 25 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173048900	ZOFRAN 4 MG/5 ML ORAL SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052300	IMITREX 20 MG NASAL SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052400	IMITREX 5 MG NASAL SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173056100	AMERGE 1 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173056200	AMERGE 2.5 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034412	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034414	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034417	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034442	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034447	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039306	ZANTAC 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039340	ZANTAC 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039347	ZANTAC 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173094555	ZOVIRAX 800 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173094955	ZOVIRAX 400 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173095396	ZOVIRAX 200 MG/5 ML SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173099155	ZOVIRAX 200 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173099156	ZOVIRAX 200 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173032188	VENTOLIN 90 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173032198	VENTOLIN 90 MCG INH REFILL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038354	ZANTAC 15 MG/ML SYRUP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173056900	ZOFRAN ODT 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173057000	ZOFRAN ODT 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173057004	ZOFRAN ODT 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173068000	ZOFRAN 24 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173042702	ZANTAC 150 MG EFFERDOSE TAB
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173067501	MALARONE 250-100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173087601	MALARONE 62.5-25 MG PED TAB
HAWTHORN PHARMACEUTICALS	63717011201	ICAR-C PLUS SR CAPSULE
HAWTHORN PHARMACEUTICALS	63717015003	ICAR PRENATAL COMBO PACK
HOECHST ROUSSEL PHARMACEUTICALS DIV	00039005005	DIABETA 1.25MG TABLET
HOFFMANN LA ROCHE INC	00004003822	VALCYTE 450 MG TABLET
HOFFMANN LA ROCHE INC	00004005801	KLONOPIN 1 MG TABLET
HOFFMANN LA ROCHE INC	00004006801	KLONOPIN 0.5 MG TABLET
HOFFMANN LA ROCHE INC	00004008801	KLONOPIN 2 MG TABLET
HOFFMANN LA ROCHE INC	00004012101	BUMEX 1 MG TABLET
HOFFMANN LA ROCHE INC	00004012111	BUMEX 1 MG TABLET
HOFFMANN LA ROCHE INC	00004012114	BUMEX 1 MG TABLET
HOFFMANN LA ROCHE INC	00004012501	BUMEX 0.5 MG TABLET
HOFFMANN LA ROCHE INC	00004012511	BUMEX 0.5 MG TABLET
HOFFMANN LA ROCHE INC	00004014301	ROCALTROL 0.25 MCG CAPSULE
HOFFMANN LA ROCHE INC	00004014323	ROCALTROL 0.25 MCG CAPSULE
HOFFMANN LA ROCHE INC	00004014401	ROCALTROL 0.5 MCG CAPSULE
HOFFMANN LA ROCHE INC	00004016103	FANSIDAR 500/25 TABLET
HOFFMANN LA ROCHE INC	00004016201	BUMEX 2 MG TABLET
HOFFMANN LA ROCHE INC	00004016211	BUMEX 2 MG TABLET
HOFFMANN LA ROCHE INC	00004016851	VERSED 10 MG/5 ML SYRUP
HOFFMANN LA ROCHE INC	00004017202	LARIAM 250 MG TABLET
HOFFMANN LA ROCHE INC	00004018022	CARDENE SR 30 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018091	CARDENE SR 30 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018122	CARDENE SR 45 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018191	CARDENE SR 45 MG CAPSULE SA

Privileged and Confidential Information

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
HOFFMANN LA ROCHE INC	00004018222	CARDENE SR 60 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018301	CARDENE 20 MG CAPSULE
HOFFMANN LA ROCHE INC	00004018401	CARDENE 30 MG CAPSULE
HOFFMANN LA ROCHE INC	00004022001	HIVID 0.375 MG TABLET
HOFFMANN LA ROCHE INC	00004022101	HIVID 0.750 MG TABLET
HOFFMANN LA ROCHE INC	00004024515	INVIRASE 200 MG CAPSULE
HOFFMANN LA ROCHE INC	00004024648	FORTOVASE 200 MG SOFTGEL CAP
HOFFMANN LA ROCHE INC	00004025001	VESANOID 10 MG CAPSULE
HOFFMANN LA ROCHE INC	00004025652	XENICAL 120 MG CAPSULE
HOFFMANN LA ROCHE INC	00004025901	CELLCEPT 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00004025905	CELLCEPT 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00004025943	CELLCEPT 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00004026001	CELLCEPT 500 MG TABLET
HOFFMANN LA ROCHE INC	00004026043	CELLCEPT 500 MG TABLET
HOFFMANN LA ROCHE INC	00004026129	CELLCEPT 200 MG/ML ORAL SUSP
HOFFMANN LA ROCHE INC	00004026201	DEMADEX 5 MG TABLET
HOFFMANN LA ROCHE INC	00004026249	DEMADEX 5 MG TABLET
HOFFMANN LA ROCHE INC	00004026301	DEMADEX 10 MG TABLET
HOFFMANN LA ROCHE INC	00004026349	DEMADEX 10 MG TABLET
HOFFMANN LA ROCHE INC	00004026401	DEMADEX 20 MG TABLET
HOFFMANN LA ROCHE INC	00004026449	DEMADEX 20 MG TABLET
HOFFMANN LA ROCHE INC	00004026501	DEMADEX 100 MG TABLET
HOFFMANN LA ROCHE INC	00004026549	DEMADEX 100 MG TABLET
HOFFMANN LA ROCHE INC	00004026706	DEMADEX 10 MG/ML AMPUL
HOFFMANN LA ROCHE INC	00004026806	DEMADEX 10 MG/ML AMPUL
HOFFMANN LA ROCHE INC	00004026948	CYTOVENE 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00004027301	TORADOL 10 MG TABLET
HOFFMANN LA ROCHE INC	00004027848	CYTOVENE 500 MG CAPSULE
HOFFMANN LA ROCHE INC	00004028857	SORIATANE 10 MG CAPSULE
HOFFMANN LA ROCHE INC	00004080085	TAMIFLU 75 MG GELCAP
HOFFMANN LA ROCHE INC	00004110051	XELODA 150 MG TABLET
HOFFMANN LA ROCHE INC	00004110116	XELODA 500 MG TABLET
HOFFMANN LA ROCHE INC	00004592001	TASMAR 100 MG TABLET
HOFFMANN LA ROCHE INC	00004592101	TASMAR 200 MG TABLET
HOFFMANN LA ROCHE INC	00004620201	ANAPROX 275 MG TABLET
HOFFMANN LA ROCHE INC	00004631014	NAPROSYN 500 MG TABLET
HOFFMANN LA ROCHE INC	00004631114	NAPROSYN 375 MG TABLET
HOFFMANN LA ROCHE INC	00004631301	NAPROSYN 250 MG TABLET
HOFFMANN LA ROCHE INC	00004641501	EC-NAPROSYN 375 MG TABLET EC
HOFFMANN LA ROCHE INC	00004641601	EC-NAPROSYN 500 MG TABLET EC
HOFFMANN LA ROCHE INC	00004911500	ROCALTROL 1 MCG/ML ORAL SOLN
HOFFMANN LA ROCHE INC	00140000401	VALIUM 2 MG TABLET
HOFFMANN LA ROCHE INC	00140000501	VALIUM 5 MG TABLET
HOFFMANN LA ROCHE INC	00140000614	VALIUM 5 MG TABLET
HOFFMANN LA ROCHE INC	00140000601	VALIUM 10 MG TABLET
HOFFMANN LA ROCHE INC	00140000614	VALIUM 10 MG TABLET
HOFFMANN LA ROCHE INC	63032009125	SORIATANE 25 MG CAPSULE
HOFFMANN LA ROCHE INC	00004081095	TAMIFLU ORAL SUSPENSION
IMMUNEX CORP	58406042534	ENBREL 25 MG KIT
IMMUNEX CORP	58406042541	ENBREL 25 MG KIT
JOHNSON & JOHNSON GROUP	17314585002	CONCERTA 18 MG TABLET SA
JOHNSON & JOHNSON GROUP	17314585102	CONCERTA 36 MG TABLET SA
JOHNSON & JOHNSON GROUP	17314585202	CONCERTA 54 MG TABLET SA
JOHNSON & JOHNSON GROUP	00045032560	PARAFON FORTE DSC 500 MG CPT
JOHNSON & JOHNSON GROUP	00045034160	PANCREASE MT 4 CAPSULE EC
JOHNSON & JOHNSON GROUP	00045034260	PANCREASE MT 10 CAPSULE EC
JOHNSON & JOHNSON GROUP	00045034360	PANCREASE MT 16 CAPSULE EC
JOHNSON & JOHNSON GROUP	00045034660	PANCREASE MT 20 CAPSULE EC
JOHNSON & JOHNSON GROUP	00045041460	TOLECTIN DS 400 MG CAPSULE
JOHNSON & JOHNSON GROUP	00045041660	TOLECTIN 600 MG TABLET
JOHNSON & JOHNSON GROUP	00045050816	TYLENOL W/CODEINE ELIXIR
JOHNSON & JOHNSON GROUP	00045051360	TYLENOL W/CODEINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045051370	TYLENOL W/CODEINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045051372	TYLENOL W/CODEINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045051373	TYLENOL W/CODEINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045051380	TYLENOL W/CODEINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045051560	TYLENOL W/CODEINE #4 TABLET
JOHNSON & JOHNSON GROUP	00045051570	TYLENOL W/CODEINE #4 TABLET
JOHNSON & JOHNSON GROUP	00045052660	TYLOX 5/500 CAPSULE
JOHNSON & JOHNSON GROUP	00045052679	TYLOX 5/500 CAPSULE
JOHNSON & JOHNSON GROUP	00045063965	TOPAMAX 25 MG TABLET
JOHNSON & JOHNSON GROUP	00045064165	TOPAMAX 100 MG TABLET
JOHNSON & JOHNSON GROUP	00045064265	TOPAMAX 200 MG TABLET
JOHNSON & JOHNSON GROUP	00045064565	TOPAMAX 25 MG SPRINKLE CAP
JOHNSON & JOHNSON GROUP	00045064765	TOPAMAX 15 MG SPRINKLE CAP
JOHNSON & JOHNSON GROUP	00045065010	ULTRACET TABLET
JOHNSON & JOHNSON GROUP	00045065060	ULTRACET TABLET
JOHNSON & JOHNSON GROUP	00045065910	ULTRAM 50 MG TABLET
JOHNSON & JOHNSON GROUP	00045065960	ULTRAM 50 MG TABLET
JOHNSON & JOHNSON GROUP	00045065970	ULTRAM 50 MG TABLET
JOHNSON & JOHNSON GROUP	00045068233	VASCOR 200 MG TABLET
JOHNSON & JOHNSON GROUP	00045068333	VASCOR 300 MG TABLET
JOHNSON & JOHNSON GROUP	00045081015	REGGRANEX 0.01% GEL
JOHNSON & JOHNSON GROUP	00045152010	LEVAQUIN 250 MG TABLET
JOHNSON & JOHNSON GROUP	00045152050	LEVAQUIN 250 MG TABLET
JOHNSON & JOHNSON GROUP	00045152510	LEVAQUIN 500 MG TABLET

Privileged and Confidential Information

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
JOHNSON & JOHNSON GROUP	00045152550	LEVAQUIN 500 MG TABLET
JOHNSON & JOHNSON GROUP	00045153010	LEVAQUIN 750 MG TABLET
JOHNSON & JOHNSON GROUP	00045153050	LEVAQUIN 750 MG TABLET
JOHNSON & JOHNSON GROUP	00062007507	RETIN-A 0.05% LIQUID
JOHNSON & JOHNSON GROUP	00062016501	RETIN-A 0.025% CREAM
JOHNSON & JOHNSON GROUP	00062016502	RETIN-A 0.025% CREAM
JOHNSON & JOHNSON GROUP	00062017512	RETIN-A 0.05% CREAM
JOHNSON & JOHNSON GROUP	00062017513	RETIN-A 0.05% CREAM
JOHNSON & JOHNSON GROUP	00062018503	RENOVA 0.05% CREAM
JOHNSON & JOHNSON GROUP	00062018505	RENOVA 0.05% CREAM
JOHNSON & JOHNSON GROUP	00062018702	RENOVA 0.02% CREAM
JOHNSON & JOHNSON GROUP	00062019002	RETIN-A MICRO 0.1% GEL
JOHNSON & JOHNSON GROUP	00062019003	RETIN-A MICRO 0.1% GEL
JOHNSON & JOHNSON GROUP	00062020604	GRIFULVIN V 125 MG/5 ML SUSP
JOHNSON & JOHNSON GROUP	00062027501	RETIN-A 0.1% CREAM
JOHNSON & JOHNSON GROUP	00062027523	RETIN-A 0.1% CREAM
JOHNSON & JOHNSON GROUP	00062047542	RETIN-A 0.025% GEL
JOHNSON & JOHNSON GROUP	00062047545	RETIN-A 0.025% GEL
JOHNSON & JOHNSON GROUP	00062057544	RETIN-A 0.01% GEL
JOHNSON & JOHNSON GROUP	00062057546	RETIN-A 0.01% GEL
JOHNSON & JOHNSON GROUP	00062118501	ERYCETTE 2% PLEDGETS
JOHNSON & JOHNSON GROUP	00062133215	ORTHO-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00062133220	ORTHO-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00062154002	FLOXIN 200 MG TABLET
JOHNSON & JOHNSON GROUP	00062154102	FLOXIN 300 MG TABLET
JOHNSON & JOHNSON GROUP	00062154201	FLOXIN 400 MG TABLET
JOHNSON & JOHNSON GROUP	00062171415	MODICON 28 TABLET
JOHNSON & JOHNSON GROUP	00062176115	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	00062177115	ORTHO-NOVUM 10/11-28 TABLET
JOHNSON & JOHNSON GROUP	00062178115	ORTHO-NOVUM 7/7/7-28 TABLET
JOHNSON & JOHNSON GROUP	00062178120	ORTHO-NOVUM 7/7/7-28 TABLET
JOHNSON & JOHNSON GROUP	00062178122	ORTHO-NOVUM 7/7/7-28 TABLET
JOHNSON & JOHNSON GROUP	00062179615	ORTHO-CEPT 28 DAY TABLET
JOHNSON & JOHNSON GROUP	00062190115	ORTHO-CYCLEN 28 TABLET
JOHNSON & JOHNSON GROUP	00062190315	ORTHO TRI-CYCLEN 28 TABLET
JOHNSON & JOHNSON GROUP	00062535001	TERAZOL 7 CREAM
JOHNSON & JOHNSON GROUP	00062535101	TERAZOL 3 80 MG SUPPOSITORY
JOHNSON & JOHNSON GROUP	00062535601	TERAZOL 3 CREAM
JOHNSON & JOHNSON GROUP	00062543401	MONISTAT-DERM 2% CREAM
JOHNSON & JOHNSON GROUP	00062543402	MONISTAT-DERM 2% CREAM
JOHNSON & JOHNSON GROUP	00062543403	MONISTAT-DERM 2% CREAM
JOHNSON & JOHNSON GROUP	00062543701	MONISTAT 3 200 MG VAG SUPP
JOHNSON & JOHNSON GROUP	00062546001	SPECTAZOLE 1% CREAM
JOHNSON & JOHNSON GROUP	00062546002	SPECTAZOLE 1% CREAM
JOHNSON & JOHNSON GROUP	00062546003	SPECTAZOLE 1% CREAM
JOHNSON & JOHNSON GROUP	00107133207	ORTHO-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00107133227	ORTHO-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00107171127	MODICON 28 TABLET
JOHNSON & JOHNSON GROUP	00107176104	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	00107176107	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	00107176127	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	17314283603	TESTODERM 6 MG/24HR PATCH
JOHNSON & JOHNSON GROUP	17314460803	TESTODERM 4 MG/24HR PATCH
JOHNSON & JOHNSON GROUP	17314460903	TESTODERM 6 MG/24HR PATCH
JOHNSON & JOHNSON GROUP	17314920001	DITROPAN 5 MG TABLET
JOHNSON & JOHNSON GROUP	17314920002	DITROPAN 5 MG TABLET
JOHNSON & JOHNSON GROUP	17314920003	DITROPAN 5 MG TABLET
JOHNSON & JOHNSON GROUP	17314920104	DITROPAN 5 MG/5 ML SYRUP
JOHNSON & JOHNSON GROUP	17314922001	URISPA 100 MG TABLET
JOHNSON & JOHNSON GROUP	17314930001	ELMIRON 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	17314932001	POLYCITRA-K CRYSTALS PACKET
JOHNSON & JOHNSON GROUP	17314932101	POLYCITRA-K SOLUTION
JOHNSON & JOHNSON GROUP	17314932201	POLYCITRA SYRUP
JOHNSON & JOHNSON GROUP	17314932301	POLYCITRA-LC SOLUTION S/F
JOHNSON & JOHNSON GROUP	17314933001	BICITRA SOLUTION
JOHNSON & JOHNSON GROUP	17314940001	MYCELEX 10 MG TROCHE
JOHNSON & JOHNSON GROUP	17314940002	MYCELEX 10 MG TROCHE
JOHNSON & JOHNSON GROUP	17314940003	MYCELEX 10 MG TROCHE
JOHNSON & JOHNSON GROUP	50458003305	DURAGESIC 25 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458003405	DURAGESIC 50 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458003505	DURAGESIC 75 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458003605	DURAGESIC 100 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458022010	NIZORAL 200 MG TABLET
JOHNSON & JOHNSON GROUP	50458022115	NIZORAL 2% CREAM
JOHNSON & JOHNSON GROUP	50458022130	NIZORAL 2% CREAM
JOHNSON & JOHNSON GROUP	50458022160	NIZORAL 2% CREAM
JOHNSON & JOHNSON GROUP	50458022304	NIZORAL 2% SHAMPOO
JOHNSON & JOHNSON GROUP	50458029001	SPORANOX 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	50458029004	SPORANOX 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	50458029028	SPORANOX 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	50458030001	RISPERDAL 1 MG TABLET
JOHNSON & JOHNSON GROUP	50458030006	RISPERDAL 1 MG TABLET
JOHNSON & JOHNSON GROUP	50458030050	RISPERDAL 1 MG TABLET
JOHNSON & JOHNSON GROUP	50458030104	RISPERDAL 0.25 MG TABLET
JOHNSON & JOHNSON GROUP	50458030150	RISPERDAL 0.25 MG TABLET
JOHNSON & JOHNSON GROUP	50458030206	RISPERDAL 0.5 MG TABLET

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
JOHNSON & JOHNSON GROUP	50458030250	RISPERDAL 0.5 MG TABLET
JOHNSON & JOHNSON GROUP	50458030503	RISPERDAL 1 MG/ML SOLUTION
JOHNSON & JOHNSON GROUP	50458032001	RISPERDAL 2 MG TABLET
JOHNSON & JOHNSON GROUP	50458032006	RISPERDAL 2 MG TABLET
JOHNSON & JOHNSON GROUP	50458032050	RISPERDAL 2 MG TABLET
JOHNSON & JOHNSON GROUP	50458033001	RISPERDAL 3 MG TABLET
JOHNSON & JOHNSON GROUP	50458033006	RISPERDAL 3 MG TABLET
JOHNSON & JOHNSON GROUP	50458033050	RISPERDAL 3 MG TABLET
JOHNSON & JOHNSON GROUP	50458035001	RISPERDAL 4 MG TABLET
JOHNSON & JOHNSON GROUP	50458035006	RISPERDAL 4 MG TABLET
JOHNSON & JOHNSON GROUP	50458039060	REMINYL 4 MG TABLET
JOHNSON & JOHNSON GROUP	50458039160	REMINYL 8 MG TABLET
JOHNSON & JOHNSON GROUP	50458039260	REMINYL 12 MG TABLET
JOHNSON & JOHNSON GROUP	50458039910	REMINYL 4 MG/ML ORAL SOL
JOHNSON & JOHNSON GROUP	62856024330	ACIPHEX 20 MG TABLET EC
JOHNSON & JOHNSON GROUP	62856024341	ACIPHEX 20 MG TABLET EC
JOHNSON & JOHNSON GROUP	62856024390	ACIPHEX 20 MG TABLET EC
JOHNSON & JOHNSON GROUP	50458027036	ERGAMISOL 50MG TABLET
JOHNSON & JOHNSON GROUP	50458029515	SPORANOX 10 MG/ML SOLUTION
KOS PHARMACEUTICALS INC	60598000101	NIASPAN 500 MG TABLET SA
KOS PHARMACEUTICALS INC	60598000201	NIASPAN 750 MG TABLET SA
KOS PHARMACEUTICALS INC	60598000301	NIASPAN 1,000 MG TABLET SA
KOS PHARMACEUTICALS INC	60598000690	ADVICOR 500 MG/20 MG TABLET
KOS PHARMACEUTICALS INC	60598000890	ADVICOR 1,000 MG/20 MG TABLET
MCR AMERICAN PHARMACEUTICALS INC	58605051301	ALLFEN 1,000 MG TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58605051401	MAXIFED-G TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58605052001	MAXIFED 700/80 TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58605052101	ALLFEN-DM TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58605052601	MAXIFED DM TABLET SA
MEDICIS DERMATOLOGICS INC	99207001960	A/T/S 2% TOPICAL SOLUTION
MERCK AND CO INC	00006001528	PRINIVIL 2.5 MG TABLET
MERCK AND CO INC	00006001531	PRINIVIL 2.5 MG TABLET
MERCK AND CO INC	00006001558	PRINIVIL 2.5 MG TABLET
MERCK AND CO INC	00006001928	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001958	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001982	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001986	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001987	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001994	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006010628	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010631	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010658	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010672	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010682	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010687	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010694	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006014031	PRINZIDE 20/12.5 TABLET
MERCK AND CO INC	00006014058	PRINZIDE 20/12.5 TABLET
MERCK AND CO INC	00006014231	PRINZIDE 20/25 TABLET
MERCK AND CO INC	00006014258	PRINZIDE 20/25 TABLET
MERCK AND CO INC	00006014531	PRINZIDE 10/12.5 TABLET
MERCK AND CO INC	00006014558	PRINZIDE 10/12.5 TABLET
MERCK AND CO INC	00006020728	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020731	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020758	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020772	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020782	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020787	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020794	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006023758	PRINIVIL 40 MG TABLET
MERCK AND CO INC	00006001972	PRINIVIL 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00066049425	BENZACLIN GEL
MERRELL PHARMACEUTICALS INC	00075006037	AZMACORT INHALER
MERRELL PHARMACEUTICALS INC	00075150616	NASACORT AQ NASAL SPRAY
MERRELL PHARMACEUTICALS INC	00075150543	NASACORT NASAL INHALER
MERRELL PHARMACEUTICALS INC	00088109047	ALLEGRA-D TABLET SA
MERRELL PHARMACEUTICALS INC	00088109049	ALLEGRA-D TABLET SA
MERRELL PHARMACEUTICALS INC	00088109055	ALLEGRA-D TABLET SA
MERRELL PHARMACEUTICALS INC	00088110647	ALLEGRA 30 MG TABLET
MERRELL PHARMACEUTICALS INC	00088110747	ALLEGRA 60 MG TABLET
MERRELL PHARMACEUTICALS INC	00088110947	ALLEGRA 180 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022110	AMARYL 1 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022210	AMARYL 2 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022211	AMARYL 2 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022310	AMARYL 4 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022311	AMARYL 4 MG TABLET
MERRELL PHARMACEUTICALS INC	00088216030	ARAVA 10 MG TABLET
MERRELL PHARMACEUTICALS INC	00088216130	ARAVA 20 MG TABLET
MERRELL PHARMACEUTICALS INC	60793001114	INTAL INHALER
MERRELL PHARMACEUTICALS INC	00585067302	INTAL NEBULIZER SOLUTION
MERRELL PHARMACEUTICALS INC	00585067303	INTAL NEBULIZER SOLUTION
MERRELL PHARMACEUTICALS INC	00039005110	DIABETA 2.5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005111	DIABETA 2.5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005150	DIABETA 2.5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005210	DIABETA 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005211	DIABETA 5 MG TABLET

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
MERRELL PHARMACEUTICALS INC	00039005250	DIABETA 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005270	DIABETA 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005305	DIABETA 1.25 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006011	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006013	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006050	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006070	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006605	LASIX 80 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006650	LASIX 80 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006710	LASIX 20 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006750	LASIX 20 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006770	LASIX 20 MG TABLET
MERRELL PHARMACEUTICALS INC	00039007810	TRENTAL 400 MG TABLET SA
MERRELL PHARMACEUTICALS INC	00039007811	TRENTAL 400 MG TABLET SA
MERRELL PHARMACEUTICALS INC	00068000701	NORPRAMIN 10 MG TABLET
MERRELL PHARMACEUTICALS INC	00068001101	NORPRAMIN 25 MG TABLET
MERRELL PHARMACEUTICALS INC	00068001501	NORPRAMIN 50 MG TABLET
MERRELL PHARMACEUTICALS INC	00068001901	NORPRAMIN 75 MG TABLET
MERRELL PHARMACEUTICALS INC	00068002001	NORPRAMIN 100 MG TABLET
MERRELL PHARMACEUTICALS INC	00068002150	NORPRAMIN 150 MG TABLET
MERRELL PHARMACEUTICALS INC	00068003701	CANTIL 25 MG TABLET
MERRELL PHARMACEUTICALS INC	00068022630	CLOMID 50 MG TABLET
MERRELL PHARMACEUTICALS INC	00068027781	HIPREX 1 GM TABLET
MERRELL PHARMACEUTICALS INC	00068069761	TENUATE 25 MG TABLET
MERRELL PHARMACEUTICALS INC	00068069861	TENUATE DOSPAN 75 MG TAB SA
MERRELL PHARMACEUTICALS INC	00068069862	TENUATE DOSPAN 75 MG TAB SA
MERRELL PHARMACEUTICALS INC	00088111114	NILANDRON 150 MG TABLET
MERRELL PHARMACEUTICALS INC	00068050830	RIFADIN 300 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00068050860	RIFADIN 300 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00068050861	RIFADIN 300 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00068050960	RIFAMATE CAPSULE
MERRELL PHARMACEUTICALS INC	00068051030	RIFADIN 150 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00088057641	RIFATER TABLET
MERRELL PHARMACEUTICALS INC	00088210003	PRIFTIN 150 MG TABLET
MONARCH PHARMACEUTICALS INC	61570017501	CORZIDE 40/5 TABLET
MONARCH PHARMACEUTICALS INC	61570017601	CORZIDE 80/5 TABLET
MONARCH PHARMACEUTICALS INC	61570020001	CORGARD 20 MG TABLET
MONARCH PHARMACEUTICALS INC	61570020101	CORGARD 40 MG TABLET
MONARCH PHARMACEUTICALS INC	61570020110	CORGARD 40 MG TABLET
MONARCH PHARMACEUTICALS INC	61570020201	CORGARD 80 MG TABLET
MONARCH PHARMACEUTICALS INC	61570020210	CORGARD 80 MG TABLET
MONARCH PHARMACEUTICALS INC	61570020301	CORGARD 120 MG TABLET
MONARCH PHARMACEUTICALS INC	61570020401	CORGARD 160 MG TABLET
MONARCH PHARMACEUTICALS INC	61570012563	PREFEST TABLET
NOVARTIS PHARMACEUTICALS CORP	00028015101	CATAFLAM 50 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078003302	CAFERGOT SUPPOSITORY
NOVARTIS PHARMACEUTICALS CORP	00078012605	CLOZARIL 25 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078012606	CLOZARIL 25 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078012705	CLOZARIL 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078012706	CLOZARIL 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078017905	LAMISIL 250 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078017915	LAMISIL 250 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078032882	LAMISIL 1% SOLUTION
NOVARTIS PHARMACEUTICALS CORP	00078033605	TRILEPTAL 150 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078033606	TRILEPTAL 150 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078033705	TRILEPTAL 300 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078033706	TRILEPTAL 300 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078033805	TRILEPTAL 600 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078033806	TRILEPTAL 600 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078035105	STARLIX 60 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078035205	STARLIX 120 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078037745	COMBIPATCH 0.05/0.14 MG PTCH
NOVARTIS PHARMACEUTICALS CORP	00078037845	COMBIPATCH 0.05/0.25 MG PTCH
NOVARTIS PHARMACEUTICALS CORP	00083001976	TEGRETOL 100 MG/5 ML SUSP
NOVARTIS PHARMACEUTICALS CORP	00083002730	TEGRETOL 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083002732	TEGRETOL 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083002740	TEGRETOL 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083005230	TEGRETOL 100 MG TABLET CHEW
NOVARTIS PHARMACEUTICALS CORP	00083005232	TEGRETOL 100 MG TABLET CHEW
NOVARTIS PHARMACEUTICALS CORP	00083006030	TEGRETOL XR 400 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083006130	TEGRETOL XR 100 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083008230	TEGRETOL XR 200 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00078017605	LESCOL 20 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078017615	LESCOL 20 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078023405	LESCOL 40 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078023415	LESCOL 40 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00028005801	VOLTAREN 25MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00028010801	LAMPRENE 50 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00028016201	VOLTAREN 50MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00028016401	VOLTAREN 75MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00028020501	VOLTAREN-XR 100 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00028025801	VOLTAREN 25 MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00028026201	VOLTAREN 50 MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00028026401	VOLTAREN 75 MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00078001705	PARLODEL 2.5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078001715	PARLODEL 2.5 MG TABLET

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
NOVARTIS PHARMACEUTICALS CORP	00078010205	PARLODEL 5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078010215	PARLODEL 5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032306	EXELON 1.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032344	EXELON 1.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032406	EXELON 3 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032444	EXELON 3 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032506	EXELON 4.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032544	EXELON 4.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032606	EXELON 6 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032644	EXELON 6 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032705	COMTAN 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078033931	EXELON 2 MG/ML ORAL SOLUTION
NOVARTIS PHARMACEUTICALS CORP	00028003501	LOPRESSOR HCT 50/25 TABLET
NOVARTIS PHARMACEUTICALS CORP	00028005101	LOPRESSOR 50 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00028005110	LOPRESSOR 50 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00028005301	LOPRESSOR HCT 100/25 TABLET
NOVARTIS PHARMACEUTICALS CORP	00028007101	LOPRESSOR 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00028007110	LOPRESSOR 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00028007161	LOPRESSOR 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00028007301	LOPRESSOR HCT 100/50 TABLET
NOVARTIS PHARMACEUTICALS CORP	00028420133	LOPRESSOR 1 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00078005805	SANSERT 2 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078010305	FIORINAL CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078010308	FIORINAL CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078010705	FIORINAL/CODEINE #3 CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078024915	FEMARA 2.5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078035405	LESCOL XL 80 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00078035415	LESCOL XL 80 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083005730	LOTENSIN HCT 5/6.25 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083005930	LOTENSIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083005932	LOTENSIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083005990	LOTENSIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083006330	LOTENSIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083006332	LOTENSIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083006390	LOTENSIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007230	LOTENSIN HCT 10/12.5 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007430	LOTENSIN HCT 20/12.5 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007530	LOTENSIN HCT 20/25 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007930	LOTENSIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007932	LOTENSIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007990	LOTENSIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083009430	LOTENSIN 40 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083009432	LOTENSIN 40 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083009490	LOTENSIN 40 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083225530	LOTREL 2.5/10 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00083226030	LOTREL 5/10 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00083226530	LOTREL 5/20 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00083231008	ESTRADERM 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083231062	ESTRADERM 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232008	ESTRADERM 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232062	ESTRADERM 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078031190	MACALCIN 200 UNITS NASAL SPRA
NOVARTIS PHARMACEUTICALS CORP	00078034342	VIVELLE-DOT 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034345	VIVELLE-DOT 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034442	VIVELLE-DOT 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034445	VIVELLE-DOT 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034542	VIVELLE-DOT 0.075 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034545	VIVELLE-DOT 0.075 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034642	VIVELLE-DOT 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034645	VIVELLE-DOT 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232508	VIVELLE 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232562	VIVELLE 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232708	VIVELLE 0.075 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232762	VIVELLE 0.075 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083000330	RITALIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083000730	RITALIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083001630	RITALIN-SR 20 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083003430	RITALIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078037366	GLEEVEC 100 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078005303	METHERGINE 0.2 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00078005405	METHERGINE 0.2 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078035752	TRILEPTAL 300 MG/5 ML SUSP
NOVARTIS PHARMACEUTICALS CORP	00078037540	ELIDEL 1% CREAM
NOVARTIS PHARMACEUTICALS CORP	00078037546	ELIDEL 1% CREAM
NOVARTIS PHARMACEUTICALS CORP	00078037583	ELIDEL 1% CREAM
NOVARTIS PHARMACEUTICALS CORP	00078037742	COMBIPATCH 0.05/0.14 MG PTCH
NOVARTIS PHARMACEUTICALS CORP	00078037842	COMBIPATCH 0.05/0.25 MG PTCH
NOVARTIS PHARMACEUTICALS CORP	00078038005	FOCALIN 2.5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078038105	FOCALIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078038205	FOCALIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083002430	CYTADREN 250 MG TABLET
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169008181	PRANDIN 0.5 MG TABLET
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169008281	PRANDIN 1 MG TABLET
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169008481	PRANDIN 2 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473069701	URECHOLINE 5 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473070001	URECHOLINE 50 MG TABLET

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
ODYSSEY PHARMACEUTICALS INC	85473070101	VIVACTIL 5 MG TABLET
ODYSSEY PHARMACEUTICALS INC	85473070201	VIVACTIL 10 MG TABLET
ODYSSEY PHARMACEUTICALS INC	85473070301	URECHOLINE 10 MG TABLET
ODYSSEY PHARMACEUTICALS INC	85473070401	URECHOLINE 25 MG TABLET
ODYSSEY PHARMACEUTICALS INC	85473071801	SURMONTIL 25 MG CAPSULE
ODYSSEY PHARMACEUTICALS INC	85473071901	SURMONTIL 50 MG CAPSULE
ODYSSEY PHARMACEUTICALS INC	85473072001	SURMONTIL 100 MG CAPSULE
ORGANON USA INC	00052028306	CYCLESSA 28 DAY TABLET
ORGANON USA INC	00052026106	DESOGEN 28 DAY TABLET
ORGANON USA INC	00052028106	MIRCETTE 28 DAY TABLET
ORGANON USA INC	00052010530	REMERON 15 MG TABLET
ORGANON USA INC	00052010590	REMERON 15 MG TABLET
ORGANON USA INC	00052010730	REMERON 30 MG TABLET
ORGANON USA INC	00052010790	REMERON 30 MG TABLET
ORGANON USA INC	00052010830	REMERON 45 MG TABLET
OVATION PHARMACEUTICALS INC	00024225304	WINSTROL 2 MG TABLET
OVATION PHARMACEUTICALS INC	67386080102	MEBARAL 32 MG TABLET
OVATION PHARMACEUTICALS INC	67386080202	MEBARAL 50 MG TABLET
OVATION PHARMACEUTICALS INC	67386080302	MEBARAL 100 MG TABLET
PAN AMERICAN LABORATORIES INC	00525942216	PANCOF HC LIQUID
PAN AMERICAN LABORATORIES INC	00525975816	PANCOF XP LIQUID
PAN AMERICAN LABORATORIES INC	00525076801	PANMIST JR 595/48 TABLET
PAN AMERICAN LABORATORIES INC	00525079201	PANMIST LA 795/85 TABLET
PAN AMERICAN LABORATORIES INC	00525079516	PANMIST DM SYRUP
PEDIAMED TM PHARMACEUTICALS INC	66346003158	VIRAVAN-S SUSPENSION
PEDIAMED TM PHARMACEUTICALS INC	66346003165	VIRAVAN-S SUSPENSION
PEDIAMED TM PHARMACEUTICALS INC	66346003223	VIRAVAN-T TABLET CHEWABLE
PFIZER LABORATORIES DIV PFIZER INC	00062208006	AXERT 8.25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00062208508	AXERT 12.5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00024230020	KERLONE 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00024230110	KERLONE 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025006131	LOMOTIL TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025006134	LOMOTIL TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025006151	LOMOTIL TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025006152	LOMOTIL TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025006155	LOMOTIL TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025006602	LOMOTIL LIQUID
PFIZER LABORATORIES DIV PFIZER INC	00025016608	SYNAREL 2 MG/ML NASAL SPRAY
PFIZER LABORATORIES DIV PFIZER INC	00025177131	CALAN 40 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025185131	CALAN 80 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025185151	CALAN 80 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025185152	CALAN 80 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025186131	CALAN 120 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025186152	CALAN 120 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025189131	CALAN SR 240 MG CAPLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025189134	CALAN SR 240 MG CAPLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025189151	CALAN SR 240 MG CAPLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025190131	CALAN SR 120 MG CAPLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025190134	CALAN SR 120 MG CAPLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025191131	CALAN SR 180 MG CAPLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025191134	CALAN SR 180 MG CAPLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025152031	CELEBREX 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025152034	CELEBREX 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025152051	CELEBREX 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025152531	CELEBREX 200 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025152534	CELEBREX 200 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025152551	CELEBREX 200 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071000724	DILANTIN 50 MG INFATAB
PFIZER LABORATORIES DIV PFIZER INC	00071000740	DILANTIN 50 MG INFATAB
PFIZER LABORATORIES DIV PFIZER INC	00071015523	LIPITOR 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015534	LIPITOR 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015540	LIPITOR 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015623	LIPITOR 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015640	LIPITOR 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015723	LIPITOR 40 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015823	LIPITOR 80 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071022006	ACCURETIC 20-12.5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071022206	ACCURETIC 10-12.5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071022308	ACCURETIC 20-25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071023724	ZARONTIN 250 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071027024	NARDIL 15 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071036224	DILANTIN 100 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071036232	DILANTIN 100 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071036240	DILANTIN 100 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071036524	DILANTIN 30 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071041624	NEURONTIN 600 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071042624	NEURONTIN 600 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071052524	CELONTIN 300 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071052723	ACUPRIL 5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071052740	ACUPRIL 5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053023	ACUPRIL 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053040	ACUPRIL 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053223	ACUPRIL 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053240	ACUPRIL 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053523	ACUPRIL 40 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053724	CELONTIN KAPSEAL 150 MG

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
PFIZER LABORATORIES DIV PFIZER INC	00071073720	LOPID 600 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071073730	LOPID 600 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071080324	NEURONTIN 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080340	NEURONTIN 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080524	NEURONTIN 300 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080540	NEURONTIN 300 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080624	NEURONTIN 400 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080640	NEURONTIN 400 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071091345	LOESTRIN FE 1/20 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091348	LOESTRIN FE 1/20 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091548	LOESTRIN 21 1/20 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091648	LOESTRIN 21 1.5/30 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091745	LOESTRIN FE 1.5/30 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091748	LOESTRIN FE 1.5/30 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071092815	ESTROSTEP FE-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071092847	ESTROSTEP FE-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071221420	DILANTIN 125 MG/5 ML SUSP
PFIZER LABORATORIES DIV PFIZER INC	00071241823	ZARONTIN 250 MG/5 ML SYRUP
PFIZER LABORATORIES DIV PFIZER INC	00430054414	FEMHRT 1/5 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00430054423	FEMHRT 1/5 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025182131	FLAGYL 500 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025182150	FLAGYL 500 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025182151	FLAGYL 500 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025183131	FLAGYL 250 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025183150	FLAGYL 250 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025183155	FLAGYL 250 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025194234	FLAGYL 375 CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025194250	FLAGYL 375 CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025196130	FLAGYL ER 750 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025100131	ALDACTONE 25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025100151	ALDACTONE 25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025100155	ALDACTONE 25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025101131	ALDACTAZIDE 25/25 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025101155	ALDACTAZIDE 25/25 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025102131	ALDACTAZIDE 50/50 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025103131	ALDACTONE 100 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025103134	ALDACTONE 100 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025104131	ALDACTONE 50 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025104134	ALDACTONE 50 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025138131	DAYPRO 600 MG CAPLET
PFIZER LABORATORIES DIV PFIZER INC	00025138134	DAYPRO 600 MG CAPLET
PFIZER LABORATORIES DIV PFIZER INC	00025138151	DAYPRO 600 MG CAPLET
PFIZER LABORATORIES DIV PFIZER INC	00025141134	ARTHROTEC 50 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025141160	ARTHROTEC 50 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025141190	ARTHROTEC 50 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025142134	ARTHROTEC 75 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025142160	ARTHROTEC 75 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025145120	CYTOTEC 100 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025145134	CYTOTEC 100 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025145160	CYTOTEC 100 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025146131	CYTOTEC 200 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025146134	CYTOTEC 200 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025146160	CYTOTEC 200 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025201131	COVERA-HS 180 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025201134	COVERA-HS 180 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025202131	COVERA-HS 240 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025202134	COVERA-HS 240 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025202134	COVERA-HS 240 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025273231	NORPACE CR 100 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025273234	NORPACE CR 100 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025273251	NORPACE CR 100 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025274231	NORPACE CR 150 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025274234	NORPACE CR 150 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025274251	NORPACE CR 150 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025275231	NORPACE 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025275252	NORPACE 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025276231	NORPACE 150 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025008109	DEMULEN 1/50-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025008124	DEMULEN 1/50-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025016109	DEMULEN 1/35-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025016124	DEMULEN 1/35-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00049559093	ATARAX 10 MG/5 ML SYRUP
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000705	MACRODANTIN 25 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000805	MACRODANTIN 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000866	MACRODANTIN 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000867	MACRODANTIN 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000905	MACRODANTIN 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000967	MACRODANTIN 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149003005	DANTRUM 25 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149003066	DANTRUM 25 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149003105	DANTRUM 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149003305	DANTRUM 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149040560	DIDRONEL 200 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149040660	DIDRONEL 400 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149047001	ACTONEL 30 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149047101	ACTONEL 5 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149047103	ACTONEL 5 MG TABLET

Privileged and Confidential Information

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149071001	MACROBID 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149075202	ASACOL 400 MG TABLET EC
PROMETHEUS LABORATORIES INC	65483009306	RIDAURA 3 MG CAPSULE
PROMETHEUS LABORATORIES INC	65483039110	TRANDATE 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483039111	TRANDATE 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483039150	TRANDATE 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483039210	TRANDATE 200 MG TABLET
PROMETHEUS LABORATORIES INC	65483039222	TRANDATE 200 MG TABLET
PROMETHEUS LABORATORIES INC	65483039250	TRANDATE 200 MG TABLET
PROMETHEUS LABORATORIES INC	65483039310	TRANDATE 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483039333	TRANDATE 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483039350	TRANDATE 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483049514	HELIDAC THERAPY
PROMETHEUS LABORATORIES INC	65483059010	IMURAN 50 MG TABLET
PROMETHEUS LABORATORIES INC	65483099110	ZYLOPRIM 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483099310	ZYLOPRIM 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483099350	ZYLOPRIM 300 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050050	TRILISATE 500 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050080	TRILISATE 500 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050550	TRILISATE 750 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050580	TRILISATE 750 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034051080	TRILISATE 1,000 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034549006	CERUMENEX 10% EAR DROPS
PURDUE PHARMACEUTICAL PRODUCTS LP	00034549012	CERUMENEX 10% EAR DROPS
RECKITT BENCKISER HEALTHCARE UK LIMITED	12496075701	BUPRENEX 0.3 MG/ML AMPUL
RELIANT PHARMACEUTICALS INC	65726022615	DYNACIRC 2.5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65726022625	DYNACIRC 2.5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65726022715	DYNACIRC 5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65726022725	DYNACIRC 5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65726023510	DYNACIRC CR 5 MG TABLET SA
RELIANT PHARMACEUTICALS INC	65726023525	DYNACIRC CR 5 MG TABLET SA
RELIANT PHARMACEUTICALS INC	65726023610	DYNACIRC CR 10 MG TABLET SA
RELIANT PHARMACEUTICALS INC	65726023625	DYNACIRC CR 10 MG TABLET SA
ROXANE LABORATORIES INC	00054474825	TORECAN 10 MG TABLET
SANOFI SYNTHELABO INC	00024079375	ELIGARD 7.5 MG SYRINGE
SANOFI SYNTHELABO INC	00024540131	AMBIEN 5 MG TABLET
SANOFI SYNTHELABO INC	00024540134	AMBIEN 5 MG TABLET
SANOFI SYNTHELABO INC	00024542131	AMBIEN 10 MG TABLET
SANOFI SYNTHELABO INC	00024542134	AMBIEN 10 MG TABLET
SANOFI SYNTHELABO INC	00024008401	ARALEN PHOSPHATE 500 MG TAB
SANOFI SYNTHELABO INC	00024028016	BRONCHOLATE SYRUP
SANOFI SYNTHELABO INC	00024030306	DANOCRINE 50 MG CAPSULE
SANOFI SYNTHELABO INC	00024030406	DANOCRINE 100 MG CAPSULE
SANOFI SYNTHELABO INC	00024030506	DANOCRINE 200 MG CAPSULE
SANOFI SYNTHELABO INC	00024030560	DANOCRINE 200 MG CAPSULE
SANOFI SYNTHELABO INC	00024033206	DEMEROL 50 MG/5 ML SYRUP
SANOFI SYNTHELABO INC	00024033504	DEMEROL 50 MG TABLET
SANOFI SYNTHELABO INC	00024033506	DEMEROL 50 MG TABLET
SANOFI SYNTHELABO INC	00024033704	DEMEROL 100 MG TABLET
SANOFI SYNTHELABO INC	00024039202	DRISDOL 50,000 UNITS CAPSULE
SANOFI SYNTHELABO INC	00024079202	HYTAKEROL 0.125 MG CAPSULE
SANOFI SYNTHELABO INC	00024128704	MYTELASE 10 MG CAPLET
SANOFI SYNTHELABO INC	00024132203	NEGGGRAM 500 MG CAPLET
SANOFI SYNTHELABO INC	00024135801	NEO-SYNEPHRINE 2.5% EYE DRP
SANOFI SYNTHELABO INC	00024135901	NEO-SYNEPHRINE 10% EYE DROP
SANOFI SYNTHELABO INC	00024136201	NEO-SYNEPHRINE 10% EYE DROP
SANOFI SYNTHELABO INC	00024150906	PEDACOF LIQUID
SANOFI SYNTHELABO INC	00024153502	PHISOHEX 3% CLEANSER
SANOFI SYNTHELABO INC	00024153506	PHISOHEX 3% CLEANSER
SANOFI SYNTHELABO INC	00024153508	PHISOHEX 3% CLEANSER
SANOFI SYNTHELABO INC	00024158210	PLAQUENIL 200 MG TABLET
SANOFI SYNTHELABO INC	00024159601	PRIMAQUINE 26.3 MG TABLET
SANOFI SYNTHELABO INC	00024180016	SKELID 200 MG TABLET
SANOFI SYNTHELABO INC	00024193704	TALACEN CAPLET
SANOFI SYNTHELABO INC	00024195104	TALWIN NX TABLET
SANOFI SYNTHELABO INC	00024033502	DEMEROL 50 MG TABLET
SANOFI SYNTHELABO INC	00024153524	PHISOHEX 3% CLEANSER
SANOFI SYNTHELABO INC	00024153548	PHISOHEX 3% CLEANSER
SCHERING CORP	00085081930	NITRO-DUR 0.8 MG/HR PATCH
SCHERING CORP	00085081935	NITRO-DUR 0.8 MG/HR PATCH
SCHERING CORP	00085115303	IMDUR 120 MG TABLET SA
SCHERING CORP	00085115304	IMDUR 120 MG TABLET SA
SCHERING CORP	00085330601	IMDUR 30 MG TABLET SA
SCHERING CORP	00085330603	IMDUR 30 MG TABLET SA
SCHERING CORP	00085331530	NITRO-DUR 0.3 MG/HR PATCH
SCHERING CORP	00085331535	NITRO-DUR 0.3 MG/HR PATCH
SCHERING CORP	00085411001	IMDUR 60 MG TABLET SA
SCHERING CORP	00085411003	IMDUR 60 MG TABLET SA
SCHERING CORP	00085026301	K-DUR 10 MEQ TABLET SA
SCHERING CORP	00085026381	K-DUR 10 MEQ TABLET SA
SCHERING CORP	00085070304	TRINALIN REPETABS
SCHERING CORP	00085078701	K-DUR 20 MEQ TABLET SA
SCHERING CORP	00085078706	K-DUR 20 MEQ TABLET SA
SCHERING CORP	00085078710	K-DUR 20 MEQ TABLET SA
SCHERING CORP	00085078781	K-DUR 20 MEQ TABLET SA
SCHERING CORP	00085045803	CLARITIN 10 MG TABLET

Privileged and Confidential Information

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
SCHERING CORP	00085045804	CLARITIN 10 MG TABLET
SCHERING CORP	00085045805	CLARITIN 10 MG TABLET
SCHERING CORP	00085045806	CLARITIN 10 MG TABLET
SCHERING CORP	00085052503	EULEXIN 125 MG CAPSULE
SCHERING CORP	00085052505	EULEXIN 125 MG CAPSULE
SCHERING CORP	00085052506	EULEXIN 125 MG CAPSULE
SCHERING CORP	00085061402	PROVENTIL 90 MCG INHALER
SCHERING CORP	00085063501	CLARITIN-D 12 HOUR TAB SA
SCHERING CORP	00085063504	CLARITIN-D 12 HOUR TAB SA
SCHERING CORP	00085063505	CLARITIN-D 12 HOUR TAB SA
SCHERING CORP	00085073604	VANCERIL INHALER
SCHERING CORP	00085080901	LOTRISONE LOTION
SCHERING CORP	00085112802	CLARITIN 10 MG REDITABS
SCHERING CORP	00085113201	PROVENTIL HFA 90 MCG INHALER
SCHERING CORP	00085118403	REBETOL 200 MG CAPSULE
SCHERING CORP	00085119701	NASONEX 50 MCG NASAL SPRAY
SCHERING CORP	00085122301	CLARITIN 10 MG/10 ML SYRUP
SCHERING CORP	00085123301	CLARITIN-D 24 HOUR TAB SA
SCHERING CORP	00085123302	CLARITIN-D 24 HOUR TAB SA
SCHERING CORP	00085124401	TEMODAR 20 MG CAPSULE
SCHERING CORP	00085124402	TEMODAR 20 MG CAPSULE
SCHERING CORP	00085124801	TEMODAR 5 MG CAPSULE
SCHERING CORP	00085124802	TEMODAR 5 MG CAPSULE
SCHERING CORP	00085126201	TEMODAR 250 MG CAPSULE
SCHERING CORP	00085126202	TEMODAR 250 MG CAPSULE
SCHERING CORP	00085125901	TEMODAR 100 MG CAPSULE
SCHERING CORP	00085125902	TEMODAR 100 MG CAPSULE
SCHERING CORP	00085132704	REBETOL 200 MG CAPSULE
SCHERING CORP	00085135105	REBETOL 200 MG CAPSULE
SCHERING CORP	00085138507	REBETOL 200 MG CAPSULE
SCHERING CORP	00085126401	CLARINEX 5 MG TABLET
SCHERING CORP	00085126402	CLARINEX 5 MG TABLET
SCHERING CORP	00085126403	CLARINEX 5 MG TABLET
SCHERING CORP	00085126404	CLARINEX 5 MG TABLET
SCHERING CORP	00085140101	FORADIL AEROLIZER 12 MCG CAP
SCHERING CORP	00085140201	FORADIL AEROLIZER 12 MCG CAP
SCHERING CORP	00085037001	ELOCON 0.1% OINTMENT
SCHERING CORP	00085037002	ELOCON 0.1% OINTMENT
SCHERING CORP	00085051701	DIPROLENE AF 0.05% CREAM
SCHERING CORP	00085051704	DIPROLENE AF 0.05% CREAM
SCHERING CORP	00085056701	ELOCON 0.1% CREAM
SCHERING CORP	00085056702	ELOCON 0.1% CREAM
SCHERING CORP	00085057502	DIPROLENE 0.05% OINTMENT
SCHERING CORP	00085057505	DIPROLENE 0.05% OINTMENT
SCHERING CORP	00085063401	DIPROLENE 0.05% GEL
SCHERING CORP	00085063403	DIPROLENE 0.05% GEL
SCHERING CORP	00085085401	ELOCON 0.1% LOTION
SCHERING CORP	00085085402	ELOCON 0.1% LOTION
SCHERING CORP	00085096201	DIPROLENE 0.05% LOTION
SCHERING CORP	00085096202	DIPROLENE 0.05% LOTION
SCHERING CORP	00085094205	CELESTONE 0.8 MG/5 ML SYRUP
SCHERING CORP	00085092401	LOTRISONE CREAM
SCHERING CORP	00085092402	LOTRISONE CREAM
SCOT TUSSIN PHARMACAL CO INC	00372001716	TUSSIREX SYRUP
SCOT TUSSIN PHARMACAL CO INC	00372001816	TUSSIREX S/F LIQUID
SCOT TUSSIN PHARMACAL CO INC	00372004816	S-T FORTE 2 LIQUID S/F
SHIRE US INC	54092038301	ADDERALL XR 10 MG CAPSULE SA
SHIRE US INC	54092038701	ADDERALL XR 20 MG CAPSULE SA
SHIRE US INC	54092039101	ADDERALL XR 30 MG CAPSULE SA
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	64764015104	ACTOS 15 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	64764015105	ACTOS 15 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	64764015106	ACTOS 15 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	64764030114	ACTOS 30 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	64764030115	ACTOS 30 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	64764030116	ACTOS 30 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	64764045124	ACTOS 45 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	64764045125	ACTOS 45 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	64764045126	ACTOS 45 MG TABLET
TAP PHARMACEUTICALS INC	00300154111	PREVACID 15 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300154119	PREVACID 15 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300154130	PREVACID 15 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300304611	PREVACID 30 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300304613	PREVACID 30 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300304619	PREVACID 30 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300730930	PREVACID 15 MG SUSPENSION DR
TAP PHARMACEUTICALS INC	00300731130	PREVACID 30 MG SUSPENSION DR
US PHARMACEUTICAL CORP	52747014060	CENOGEN ULTRA CAPSULE
US PHARMACEUTICAL CORP	52747030630	HEMOCYTE-F TABLET
US PHARMACEUTICAL CORP	52747030670	HEMOCYTE-F TABLET
US PHARMACEUTICAL CORP	52747030830	HEMOCYTE PLUS TABULE
US PHARMACEUTICAL CORP	52747030870	HEMOCYTE PLUS TABULE
US PHARMACEUTICAL CORP	52747080060	HEMOCYTE PLUS CAPSULE
WARNER CHILCOTT INC	00430018824	MANDELAMINE 500 MG TABLET
WARNER CHILCOTT INC	00430018124	PYRIDUM 200 MG TABLET
WARNER CHILCOTT INC	00430018215	PYRIDUM PLUS TABLET
WARNER CHILCOTT INC	00430022640	NATAFORT TABLET

Privileged and Confidential Information

Appendix A Drugs by NDC

FIRM NAME	NDC	DRUG NAME AND DESCRIPTION
WARNER CHILCOTT INC	00430022723	NATACHEW TABLET CHEW
WARNER CHILCOTT INC	00430058214	OVCON-35 28 TABLET
WARNER CHILCOTT INC	00430058514	OVCON-50 28 TABLET
WARNER CHILCOTT INC	00430069824	ERYC 250 MG CAPSULE EC
WARNER CHILCOTT INC	00430083620	DORYX 75 MG CAPSULE EC
WARNER CHILCOTT INC	00430083819	DORYX 100 MG CAPSULE EC
WARNER CHILCOTT INC	00430278217	DURICEF 250 MG/5 ML ORAL SUSP
WARNER CHILCOTT INC	00430278317	DURICEF 500 MG/5 ML ORAL SUSP
WARNER CHILCOTT INC	00430375411	ESTRACE 0.01% CREAM
WARNER CHILCOTT INC	00430375414	ESTRACE 0.01% CREAM
WARNER CHILCOTT INC	00430620140	FEMRING 0.05 MG VAGINAL RING
WARNER CHILCOTT INC	00430620240	FEMRING 0.10 MG VAGINAL RING
WARNER CHILCOTT INC	00087078448	DURICEF 500 MG CAPSULE
WARNER CHILCOTT INC	00430002324	ESTRACE 1 MG TABLET
WARNER CHILCOTT INC	00430002330	ESTRACE 1 MG TABLET
WARNER CHILCOTT INC	00430002424	ESTRACE 2 MG TABLET
WATSON LABORATORIES INC	52544026528	NORINYL 1+50-28 TABLET
WATSON LABORATORIES INC	52544027428	TRI-NORINYL 28 TABLET
WATSON LABORATORIES INC	00075025000	DILACOR XR 120MG CAPSULE SA
WATSON LABORATORIES INC	00075025100	DILACOR XR 180MG CAPSULE SA
WATSON LABORATORIES INC	00075025200	DILACOR XR 240MG CAPSULE SA
WATSON LABORATORIES INC	52544048201	DILACOR XR 120 MG CAPSULE SA
WATSON LABORATORIES INC	52544048301	DILACOR XR 180 MG CAPSULE SA
WATSON LABORATORIES INC	52544048305	DILACOR XR 180 MG CAPSULE SA
WATSON LABORATORIES INC	52544048401	DILACOR XR 240 MG CAPSULE SA
WATSON LABORATORIES INC	52544048405	DILACOR XR 240 MG CAPSULE SA
WATSON LABORATORIES INC	52544053901	NORCO 10/325 TABLET
WATSON LABORATORIES INC	52544053905	NORCO 10/325 TABLET
WATSON LABORATORIES INC	52544073201	DILACOR XR 120MG CAPSULE SA
WATSON LABORATORIES INC	52544073301	DILACOR XR 180MG CAPSULE SA
WATSON LABORATORIES INC	52544073401	DILACOR XR 240MG CAPSULE SA
WATSON LABORATORIES INC	52544093001	ACTIGALL 300 MG CAPSULE
WATSON LABORATORIES INC	55515001424	CORDRAN 4 MCG/SQ CM TAPE
WATSON LABORATORIES INC	55515001480	CORDRAN 4 MCG/SQ CM TAPE
WATSON LABORATORIES INC	55515010101	CONDYLOX 0.5% TOPICAL SOLN
WATSON LABORATORIES INC	55515025904	MONODOX 100 MG CAPSULE
WATSON LABORATORIES INC	55515026006	MONODOX 50 MG CAPSULE
WATSON LABORATORIES INC	52544062201	MICROZIDE 12.5 MG CAPSULE
WATSON LABORATORIES INC	55515010201	CONDYLOX 0.5% GEL
WATSON LABORATORIES INC	55515003515	CORDRAN SP 0.05% CREAM
WATSON LABORATORIES INC	55515003530	CORDRAN SP 0.05% CREAM
WATSON LABORATORIES INC	55515003560	CORDRAN SP 0.05% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072026006	DOVONEX 0.005% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072026012	DOVONEX 0.005% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072116006	DOVONEX 0.005% SOLUTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072140015	ULTRAVATE 0.05% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072140050	ULTRAVATE 0.05% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072145015	ULTRAVATE 0.05% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072145050	ULTRAVATE 0.05% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072254006	DOVONEX 0.005% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072254012	DOVONEX 0.005% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072570801	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072571208	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072571214	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072571401	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072573028	LAC-HYDRIN 12% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072573038	LAC-HYDRIN 12% CREAM
WOMEN FIRST HEALTHCARE INC	64248000410	BACTRIM 400-80 MG TABLET
WOMEN FIRST HEALTHCARE INC	64248011710	BACTRIM DS TABLET
WOMEN FIRST HEALTHCARE INC	64248015030	VANIQA 13.9% CREAM
WYETH DIV WYETH PHARMACEUTICALS INC	00008084181	PROTONIX 40 MG TABLET EC
WYETH DIV WYETH PHARMACEUTICALS INC	00008084189	PROTONIX 40 MG TABLET EC
XCEL PHARMACEUTICALS	66490024598	MIGRANAL 4 MG/ML NASAL SPRAY
ZYBER PHARMACEUTICAL INC	65224017516	PEDIATEX LIQUID
ZYBER PHARMACEUTICAL INC	65224045716	PEDIATEX-D LIQUID
ZYBER PHARMACEUTICAL INC	65224085001	ALDEX TABLET

AO88 (Rev. 12/06) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT
 DISTRICT OF NEW JERSEY

NEW ENGLAND CARPENTERS HEALTH
 BENEFITS FUND, ET AL.

SUBPOENA IN A CIVIL CASE

FIRST DATABANK, INC. AND
 MCKESSON CORPORATION

Case Number:¹ 1:05-CV-11148
 DISTRICT OF MASSACHUSETTS

TO: Medco Health Solutions, Inc.
 100 Parsons Pond Drive
 Franklin Lakes, NJ 07417

- ☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

- ☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
---------------------	---------------

- ☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

SEE RIDER ATTACHED AS EXHIBIT "A".

PLACE Document Technologies, Inc., 60 Park Place, Suite 2000, Newark, NJ 07102 (973) 622-6111	DATE AND TIME 3/23/07, 9:00 a.m.
--	-------------------------------------

- ☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
----------	---------------

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

DATE

 Attorney for Plaintiffs

3/09/07

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Jennifer Fountain Connolly, Wexler Toriseva Wallace LLP, One N. LaSalle Street, Suite 2000, Chicago, IL 60602, (312) 346-2222

(See Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page)

¹ If action is pending in district other than district of issuance, state district under case number.

UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF NEW JERSEY

New England Carpenters Health
Benefits Fund, et al.

-vs-

First Databank, Inc., McKesson
Corporation

Plaintiff) 1:05-CV-11148
RETURN OF AUTHORIZED SERVICE
Civil Subpoena Duces Tecum
Defendant)

Received by 1-800-SERVE-EM on March 13, 2007 at 9:31 AM to be served on Medco Health Solutions,
Inc., 100 Parsons Pond Drive Franklin Lakes, NJ 07417.

I, who being duly sworn, depose and say that on March 19, 2007 at 12:20 PM, I: *TRACY GERWATOWSKI*

Served Medco Health Solutions, Inc. by delivering a true copy of the Civil Subpoena Duces Tecum with the
date and hour of service enclosed thereon by me, to Michael Graziani, Legal, authorized to accept service
at 100 Parsons Pond Drive Franklin Lakes, NJ 07417

I am over the age of 18, have no interest in the above action, and am authorized to serve process in the
county in which the process was served.



1-800-SERVE-EM
BCD 737.8336
Job Serial Number: 2007203585
Reference: 1:05-CV-11148

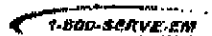
 1-800-SERVE-EM

EXHIBIT A – RIDER

A. DEFINITIONS AND INSTRUCTIONS

1. The term “McKesson” refers to McKesson Corporation and any of its predecessors, successors, parents, subsidiaries, and any of its local, regional, national, executive and foreign offices, affiliates, divisions or branches thereof, any present or former partners, officers, directors, employees or agents including, but not limited to, attorneys, accountants, advisors and all other Persons acting or purporting to act on its behalf.

2. The term “FDB” refers to First DataBank, Inc. and any of its predecessors, successors, parents, subsidiaries, and any of its local, regional, national, executive and foreign offices, affiliates, divisions or branches thereof, any present or former partners, officers, directors, employees or agents including, but not limited to, attorneys, accountants, advisors and all other Persons acting or purporting to act on its behalf.

3. “You” means Medco Health Solutions, Inc. (“Medco”) and its predecessors, and employees, officers, directors, agents, attorneys, affiliates or any person acting on Your behalf.

4. The term “document” includes, without limitation, the originals of all writings of every kind, including but not limited to letters, telegrams, memoranda, reports, studies, legal pleadings, speeches, calendars, diary entries, travel records and vouchers, promotional materials, pamphlets, handwritten notes, drafts, lists directives, reports, tabulations, minutes and records of meetings, and telephone records, which are now or formerly were in the actual or constructive possession and control of You, Your officers, directors, employees, attorneys or other agents. The term “document” further includes data processing and computer printouts, tapes, disks, and data stored in computers or data processing equipment, together with programs and program documentation necessary to retrieve, read and utilize such data, and all other mechanical or electronic means of storing or recording data, as well as tape, film or cassette sound and/or visual recordings, and reproductions or film impressions of any of the aforementioned writings. The term “document” also includes copies of all documents which are not identical duplicates of the originals and copies of documents if the originals of documents are not in the possession, custody or control of You, Your officers, directors, employees, attorneys or other agents. Alteration of documents includes, without limitation, any modification, censorship, redaction, addition to or changing, which obscures, removes, amends, changes or obliterates any part of the original language, information, or meaning.

5. The term “communication” shall mean any act, action, oral speech, written correspondence, contact, expression of words, thoughts, or ideas or transmission of exchange of data or other information to another person, whether orally, person-to-person, in a group, by telephone, letter, personal delivery, telex, facsimile, or any other process, electric, electronic or otherwise. All such communications in writing shall include, without limitation, printed, typed, handwritten, electronic, or other readable documents.

6. The term “meeting” shall mean any assembly, convocation, or encounter, a contemporaneous presence of two or more persons for any purpose (including via telephone or via

any electronic means), whether or not planned, arranged or scheduled in advance and whether or not the meeting was formal or informal or occurred in connection with some other activity.

7. "AWP" means average wholesale price.

8. "AWP-Reimbursing Clients" shall mean any Person on whose behalf You negotiate reimbursement rates for the Subject Drugs, and who in turn reimburses for the Subject Drugs based on AWP.

9. "Mark-up" or "spread" means the difference between WAC and AWP, whether expressed as the percentage by which the difference is above WAC (e.g., 20% or 25% above WAC) or as an amount under AWP (e.g., 16.7% or 20% off AWP).

10. The term "person" means any natural person or any business, legal or governmental entity or association.

11. "WAC" means Wholesale Acquisition Cost.

12. "Subject Drugs" means the drugs listed in Exhibit 1.

13. Unless otherwise specifically stated herein, the period covered by each of these requests extends from January 1, 2001 to the date of Your response to these discovery requests.

14. "Relating to" or "related to" shall include describing, discussing, reflecting, constituting, evidencing, referring to, pertaining to, concerning, involving, memorializing, dealing with and bearing on (whether legally, factually, or otherwise).

15. The connectives "and/or" are to be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope, and are not to be interpreted in such a manner as to exclude any information within the scope of the document request.

16. All documents produced should be produced in the order in which You maintain them in the ordinary course of Your business.

17. You should produce the original of each document requested together with all non-identical copies and drafts of that document. If the original of a document cannot be located, a copy should be produced in lieu thereof, and should be eligible and bound or stapled in the same manner as the original.

18. Documents not otherwise responsive to these requests should be produced if such documents mention, discuss, refer to or explain one or more documents that are called for by these document requests or if such documents are attached to documents called for by these document requests and constitute routing slips, transmittal memoranda or letters, comments, evaluations or similar materials.

19. Documents attached to each other should not be separated.

B. REQUESTS FOR PRODUCTION

1. All documents relating to or reflecting communications with McKesson or FDB regarding the mark-up or spread on the Subject Drugs.

2. All documents relating to or reflecting meetings with McKesson or FDB regarding the mark-up or spread on the Subject Drugs.

3. All documents relating to or reflecting to any analysis done by You, including any analysis done by You for or on behalf of your AWP-Reimbursing Clients, regarding whether or how to recoup, recover or otherwise compensate for the mark-up or spread on the Subject Drugs.

4. All documents relating to or reflecting Your knowledge or discovery of McKesson's role in creating, increasing or otherwise influencing the mark-up or spread on the Subject Drugs.

OAO 88 (Rev. 1/94) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT
 Western DISTRICT OF Missouri

NEW ENGLAND CARPENTERS HEALTH BENEFITS FUND,

ET AL.,

SUBPOENA IN A CIVIL CASE

V.

FIRST DATABANK, INC. AND MCKESSON CORPORATION Case Number:¹ 1:05-CV-11148-PBS

DISTRICT OF MASSACHUSETTS

TO: Argus Health Systems, Inc.

333 West 11th Street

5th Floor

Kansas City, MO 64105

☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):
 Please see attached Exhibit A.

PLACE

Argus Health Systems, Inc.

333 West 11th Street

5th Floor

Kansas City, MO 64105

DATE AND TIME

December 1, 2006, 9:30 a.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

Attorney for Defendant McKesson Corporation

DATE

November 16, 2006

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Tiffany Cheung, Morrison & Foerster, LLP, 425 Market Street, San Francisco, CA 94105; 415-268-7000

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on next page)

¹If action is pending in district other than district of issuance, state district under case number.

AO 88 (Rev 1/94) Subpoena in a Civil Case

PROOF OF SERVICE

DATE

PLACE

SERVED:

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend

trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

EXHIBIT A

DEFINITIONS

The terms used in these requests, whether or not capitalized, are defined as follows:

1. "All documents" means every document and every non-identical copy known to You and every such document or writing which You can locate or discover by reasonably diligent efforts, including, but not limited to, documents now in Your possession, custody, or the possession, custody, or control of Your merged or acquired predecessors, Your former and present directors, officers, counsel, agents, employees, and/or persons acting on Your behalf.
2. "AWP" or "Average Wholesale Price" means the price for drugs as periodically published by several pharmaceutical industry compendia, including the Drug Topics Red Book (the "Red Book"), American Druggist First Databank Annual Directory of Pharmaceuticals ("First DataBank"), Essential Directory of Pharmaceuticals (the "Blue Book") and Medi-Span's Master Drug Database ("Medi-span"). The term "AWP" includes the "Blue Book AWP" published by First Databank.
3. "Clients" means union benefit funds, employers, health plans, Third Party Payors, or other entities or individuals to which You provide services or data pertaining to drugs for a fee or other remuneration.
4. "Communication" as defined in Massachusetts Local Rule 26.5(c)(1), means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).
5. "Concerning" as defined in Massachusetts Local Rule 26.5(c)(7), means referring to, describing, evidencing, or constituting. A request for all documents "concerning" a subject extends to each document making a statement about, mentioning, referring to, discussing, analyzing, describing, reflecting, evidencing, identifying, relating to, regarding, summarizing,

dealing with, consisting of, constituting, or in any way pertaining to the subject, in whole or in part.

6. "Copy" or "Copies" when used in reference to a document means any color or black-and-white reproduction of a document, regardless of whether the reproduction is made by means of carbon paper pressure, sensitive paper, photostat, xerography, scanning, or other means or process.

7. "Document" means Electronic Data and all written, typed, printed, photocopied, photographed, or recorded matter of any kind, including but not limited to all originals, masters, drafts, and non-identical copies of any labels, packaging, invoices, advertisements, catalogs, letters, envelopes, forms, affidavits, correspondence, telegraphs, telecopies, telefaxes, paper communications, resolutions, minutes of meetings, signed statements, tabulations, charts, memoranda, checks, appointment books, records, proposals, memoranda or other transcripts (by mechanical device, by longhand or shorthand recording, tape recording, or by electronic or any other means), computer-generated information, computer software, information stored or recorded by electronic means (including by a computer, server, hard drive, compact disk, floppy disk, diskette, tape, record, cassette, video, electronic mail, and any other electronic recording or data compilation from which information can be obtained or translated), interoffice communications, interoffice communications, all summaries of oral communications (telephonic or otherwise), microfiche, microfilm, lists, bulletins, calendars, circulars, desk pads, opinions, ledgers, minutes, agreements, journals, diaries, contracts, invoices, balance sheets, telephone messages or other messages, magazines, pamphlets, articles, notices, newspapers, studies, summaries, worksheets, telexes, cables, any matters defined in Federal Rule of Evidence 1001,

and all other graphic materials, writings, and instruments, however produced or reproduced. A document includes all documents appended thereto.

8. "Drug Company" or "Drug Companies" means a company that manufactures pharmaceutical products, including without limitation, Identified Drugs.

9. "Publisher" or "Publishers" refers to any pharmaceutical price publishing service, including but not limited to the First DataBank, Red Book, Blue Book and Medi-Span publishing services.

10. "Third Party Payor" means any non-government entity or program, including but not limited to, Funds, or health insurance companies, health maintenance organizations, preferred provider organizations, self insurance plans, health plans, unions, and welfare and benefit plans, that provides prescription drug benefits to participants and peneficiaries and reimburses or compensates Retailers for prescription drugs dispensed to participants and beneficiaries.

11. "WAC" or "Wholesale Acquisition Cost" means the actual selling price that a Drug Company charges to a Wholesaler, before discounts.

12. "WAC to AWP Spread" means the difference between WAC and AWP reflected as a percentage mark-up from WAC to AWP or a percentage spread between AWP and WAC.

13. "You" or "Your" shall refer to Argus Health Systems, Inc., including predecessors, divisions, subsidiaries, trustees, officers, directors, managers, employees, or agents, including but not limited to, attorneys and accountants.

INSTRUCTIONS

1. Unless otherwise specifically stated, the requests below refer to the period from January 1, 2000, to the date of production, inclusive.

2. The singular form of a noun or pronoun shall include within its meaning the plural form of the noun or pronoun and vice versa; the masculine form of a pronoun shall include within its meaning the feminine form of the pronoun and vice versa; and the use of any tense of any verb shall include within its meaning all other tenses of the verb.

3. "All" and "each" shall be construed as meaning either all or each as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside its scope.

4. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request any information that might otherwise be construed to be outside its scope.

5. Each request for production of documents extends to all documents in the possession, custody, or control of You or anyone acting on Your behalf. A document is to be deemed in Your possession, custody, or control if it is in Your physical custody, or if it is in the physical custody of any other person and You (a) own such document in whole or in part; (b) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such document on any term; (c) have an understanding, express or implied, that You may use, inspect, examine, or copy such document on any terms; or (d) have, as a practical matter, been able to use, inspect, examine, or copy such document when You sought to do so.

6. If production is requested of a document that is no longer in Your possession, custody, or control, Your response should state when the document was most recently in Your possession, custody, or control, how the document was disposed of, and the identity of the person, if any, presently in possession, custody, or control of such document. If the document has been destroyed, state the reason for its destruction.

7. Provide the following information for each document withheld on the grounds of privilege:

- (a) its date;
- (b) its title;
- (c) its author(s);
- (d) its recipient(s);
- (e) the specific privilege under which it is withheld;
- (f) its general subject matter; and
- (g) a description of it that You contend is adequate to support Your contention that it is privileged.

8. Any attachment to an allegedly privileged or immune document shall be produced unless You contend that the attachment is also privileged or immune.

9. Notwithstanding the assertion of any objection to production, if a document contains non-objectionable or non-privileged matter, please produce that document, redacting that portion for which the objection is asserted, provided that the following information is provided:

- (a) its date;
- (b) its title;
- (c) its author(s);
- (d) its recipient(s);
- (e) the specific privilege under which it is withheld;
- (f) its general subject matter; and

- (g) a description of it that You contend is adequate to support Your contention that it is privileged.

10. To the extent that You consider any of the following requests for production of documents objectionable, please respond to the remainder of the production request, and separately state that part of each request to which You object and each ground for each objection. If there is any question as to the meaning of any part of these Requests, or an issue as to whether production of any documents requested herein would impose an undue burden on You, counsel for McKesson should be contacted promptly to discuss these matters, and You should respond to the remainder of these Requests as written.

11. Documents produced in response to these Requests should be provided in the same form in which they are kept in the usual course of business. This means that Electronic Data, as that term is defined herein, should be produced in the electronic form in which it is kept in the usual course of business.

12. You may produce legible, complete, and exact copies of original documents responsive to these Requests, provided that the originals shall be made available for inspection upon request by counsel for McKesson.

13. These Requests cover all documents in Your possession, custody, and control, both inside and outside the United States, including Documents in the possession of Your officers, employees, agents, servants, representatives, trustees, attorneys, consultants, or other persons directly or indirectly employed or retained by You, or anyone else acting on Your behalf or otherwise subject to Your control, and any merged, consolidated, or acquired predecessor or successor, subsidiary, division, or affiliate.

14. If any Request cannot be responded to fully, You should provide as full a response as possible, state the reason for the inability to answer fully, and provide any information, knowledge, or belief that You have regarding the unanswered portion.

DOCUMENTS TO BE PRODUCED

1. All documents concerning the relationship between WAC and AWP, and/or WAC to AWP spreads for self-administered brand-name prescription drugs during the 2001 to 2004 time period, including any reports, summaries, analyses, compilations.

2. All documents concerning any communications with First DataBank, any Third Party Payor, or any Client in the 2002 to 2004 time period concerning First DataBank's AWP or WAC to AWP spread, or changes to that WAC to AWP spread.

3. All documents that reflect any communications with Humana Inc. concerning First DataBank's AWP or WAC to AWP spread, or changes to that WAC to AWP spread.

4. All documents comparing AWP or WAC-AWP spreads published by First DataBank, with

- a. AWP or WAC-AWP spreads published by other Publishers, or with
- b. AWP or WAC-AWP spreads suggested by Drug Companies.

5. All documents concerning a recommendation to any Client that the Client use a particular pricing benchmark or a specific Publisher's pricing data.

6. Documents sufficient to describe the services you provide to your Clients.

7. Documents sufficient to describe the types of entities for whom you perform services.

OAO 88 (Rev. 1/94) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF ILLINOIS

NEW ENGLAND CARPENTERS HEALTH BENEFITS FUND,
 ET. AL,
 V.
 FIRST DATABANK, INC., AND MCKESSON CORPORATION

SUBPOENA IN A CIVIL CASE
 Case Number:¹ 1:05-CV-11148-PBS
 DISTRICT OF MASSACHUSETTS

TO: Caremark, Inc.
 2211 Sanders Road
 Northbrook, IL 60062

☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects): See attached Exhibit A.

PLACE Caremark, Inc., 2211 Sanders Road, Northbrook, IL 60062 or another mutually agreeable location	DATE AND TIME September 11, 2006, 9:30 a.m.
---	--

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)
 Attorney for Defendant McKesson Corporation

DATE
 August 24, 2006

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER
 Tiffany Cheung, Morrison & Foerster LLP, 425 Market Street, San Francisco, CA 94105

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on next page)

¹If action is pending in district other than district of issuance, state district under case number.

AO 88 (Rev 1/94) Subpoena in a Civil Case

PROOF OF SERVICE

DATE

PLACE

SERVED:

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the

trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in who behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the

provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend

documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

EXHIBIT A

DEFINITIONS

The terms used in the request, whether or not capitalized, are defined as follows:

1. "All documents" means every document and every non-identical copy known to You and every such document or writing which You can locate or discover by reasonably diligent efforts, including, but not limited to, documents now in Your possession, custody, or the possession, custody, or control of Your merged or acquired predecessors, Your former and present directors, officers, counsel, agents, employees, and/or persons acting on Your behalf.
2. "Beneficiary" means a person for whom a health plan or health and welfare fund provides any medical or health insurance benefit, including prescription drug benefits.
3. "Benefit Consultant" means any person and/or entity that provides information, counsel and/or advice to any Fund regarding any hospital, medical or prescription drug benefit and/or service provided by any Third Party Payor.
4. "Communication" as defined in Massachusetts Local Rule 26.5(c)(1), means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).
5. "Complaint" means the First Amended Class Action Complaint filed in connection with Civil Action No. 05-CV-11148-PBS in the United States District Court for the District of Massachusetts.
6. "Concerning" as defined in Massachusetts Local Rule 26.5(c)(7), means referring to, describing, evidencing, or constituting. A request for all documents "concerning" a subject extends to each document making a statement about, mentioning, referring to, discussing, analyzing, describing, reflecting, evidencing, identifying, relating to, regarding, summarizing,

dealing with, consisting of, constituting, or in any way pertaining to the subject, in whole or in part.

7. "Copy" or "Copies" when used in reference to a document means any color or black-and-white reproduction of a document, regardless of whether the reproduction is made by means of carbon paper pressure, sensitive paper, photostat, xerography, scanning, or other means or process.

8. "Document" means Electronic Data and all written, typed, printed, photocopied, photographed, or recorded matter of any kind, including but not limited to all originals, masters, drafts, and non-identical copies of any labels, packaging, invoices, advertisements, catalogs, letters, envelopes, forms, affidavits, correspondence, telegraphs, telecopies, telefaxes, paper communications, resolutions, minutes of meetings, signed statements, tabulations, charts, memoranda, checks, appointment books, records, proposals, memoranda or other transcripts (by mechanical device, by longhand or shorthand recording, tape recording, or by electronic or any other means), computer-generated information, computer software, information stored or recorded by electronic means (including by a computer, server, hard drive, compact disk, floppy disk, diskette, tape, record, cassette, video, electronic mail, and any other electronic recording or data compilation from which information can be obtained or translated), interoffice communications, all summaries of oral communications (telephonic or otherwise), microfiche, microfilm, lists, bulletins, calendars, circulars, desk pads, opinions, ledgers, minutes, agreements, journals, diaries, contracts, invoices, balance sheets, telephone messages or other messages, magazines, pamphlets, articles, notices, newspapers, studies, summaries, worksheets, telexes, cables, any matters defined in Federal Rule of Evidence 1001, and all other graphic materials,

writings, and instruments, however produced or reproduced. A document includes all documents appended thereto.

9. "Electronic Data" means all information of all kinds maintained by electronic data processing systems and includes all non-identical copies of such information. Electronic Data includes, but is not limited to, electronic spreadsheets, databases with all records and fields and structural information (including Lotus Notes Discussion Databases and other online dialogs), charts, graphs and outlines, arrays of information and all other information used or produced by any software. Further, Electronic Data includes any computer program (whether proprietary or commercial), programming notes or instructions, or any other software program or utility needed to access or use such Electronic Data as they are accessed or used by You in the usual course of business.

10. "Fund" or "Funds" means any and/or all of the plaintiff health and welfare funds and trusts identified in the Complaint, including, without limitation, New England Carpenters Health Benefits Fund; Pirelli Armstrong Retiree Benefits Trust; Teamsters Health & Welfare Fund of Philadelphia and Vicinity; Philadelphia Federation of Teachers Health and Welfare Fund, and District Council 37 Health & Security Plan, and any other health and welfare fund or trust that provides prescription drug benefits, and any of their past or present trustees, officials, officers, fiduciaries, third-party administrators, representatives, agents, assigns, attorneys, employees, divisions, departments, affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control.

11. "Identified Drugs" shall refer to any one or more of the drugs listed in Appendix A to the Complaint and attached hereto.

12. "Meeting" means any discussion between two or more persons either in person, telephonically, or by video conference.

13. "Named Plaintiff" means any and/or all of the plaintiff health and welfare funds and trusts identified in the Complaint, including, without limitation, New England Carpenters Health Benefits Fund; Pirelli Armstrong Retiree Benefits Trust; Teamsters Health & Welfare Fund of Philadelphia and Vicinity; Philadelphia Federation of Teachers Health and Welfare Fund, and District Council 37 Health & Security Plan, and any of their past or present trustees, officials, officers, fiduciaries, third-party administrators, representatives, agents, assigns, attorneys, employees, divisions, departments, affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control.

14. "Participant" means a person for whom a health plan or health and welfare fund provides any medical or health insurance benefit, including prescription drug benefits.

15. "Person" as defined in Massachusetts Local Rule 26.5(c)(6), means any natural person or any business, legal, or governmental entity or association.

16. "Third Party Payor" means any non-government entity or program, including but not limited to, Funds, or health insurance companies, health maintenance organizations, preferred provider organizations, self insurance plans, health plans, unions, and welfare and benefit plans, that provides prescription drug benefits to Participants and Beneficiaries and reimburses or compensates Retailers for prescription drugs dispensed to Participants and Beneficiaries.

17. "You" or "Your" shall refer to Caremark Inc., including any predecessors, divisions, subsidiaries, trustees, officers, directors, managers, employees, or agents, including but not limited to, attorneys and accountants.

INSTRUCTIONS

1. The singular form of a noun or pronoun shall include within its meaning the plural form of the noun or pronoun and vice versa; the masculine form of a pronoun shall include within its meaning the feminine form of the pronoun and vice versa; and the use of any tense of any verb shall include within its meaning all other tenses of the verb.

2. "All" and "each" shall be construed as meaning either all or each as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside its scope.

3. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request any information that might otherwise be construed to be outside its scope.

4. The request for production of documents extends to all documents in the possession, custody, or control of You or anyone acting on Your behalf. A document is to be deemed in Your possession, custody, or control if it is in Your physical custody, or if it is in the physical custody of any other person and You (a) own such document in whole or in part; (b) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such document on any term; (c) have an understanding, express or implied, that You may use, inspect, examine, or copy such document on any terms; or (d) have, as a practical matter, been able to use, inspect, examine, or copy such document when You sought to do so.

5. If production is requested of a document that is no longer in Your possession, custody, or control, Your response should state when the document was most recently in Your possession, custody, or control, how the document was disposed of, and the identity of the

person, if any, presently in possession, custody, or control of such document. If the document has been destroyed, state the reason for its destruction.

6. Provide the following information for each document withheld on the grounds of privilege:

- (a) its date;
- (b) its title;
- (c) its author(s);
- (d) its recipient(s);
- (e) the specific privilege under which it is withheld;
- (f) its general subject matter; and
- (g) a description of it that You contend is adequate to support Your contention that it is privileged.

7. Any attachment to an allegedly privileged or immune document shall be produced unless You contend that the attachment is also privileged or immune.

8. Notwithstanding the assertion of any objection to production, if a document contains non-objectionable or non-privileged matter, please produce that document, redacting that portion for which the objection is asserted, provided that the following information is provided:

- (a) its date;
- (b) its title;
- (c) its author(s);
- (d) its recipient(s);
- (e) the specific privilege under which it is withheld;
- (f) its general subject matter; and

- (g) a description of it that You contend is adequate to support Your contention that it is privileged.

9. To the extent that You consider any part of the following request for production of documents objectionable, please respond to the remainder of the production request, and separately state that part of the request to which You object and each ground for each objection. If there is any question as to the meaning of any part of the request, or an issue as to whether production of any documents requested herein would impose an undue burden on You, counsel for McKesson should be contacted promptly to discuss these matters, and You should respond to the remainder of the Request as written.

10. Documents produced in response to the request should be provided in the same form in which they are kept in the usual course of business. This means that Electronic Data, as that term is defined herein, should be produced in the electronic form in which it is kept in the usual course of business.

11. You may produce legible, complete, and exact copies of original documents responsive to the request, provided that the originals shall be made available for inspection upon request by counsel for McKesson.

12. The request covers all documents in Your possession, custody, and control, both inside and outside the United States, including Documents in the possession of Your officers, employees, agents, servants, representatives, trustees, attorneys, consultants, or other persons directly or indirectly employed or retained by You, or anyone else acting on Your behalf or otherwise subject to Your control, and any merged, consolidated, or acquired predecessor or successor, subsidiary, division, or affiliate.

13. If any part of the request cannot be responded to fully, You should provide as full a response as possible, state the reason for the inability to answer fully, and provide any information, knowledge, or belief that You have regarding the unanswered portion.

DOCUMENTS TO BE PRODUCED.

The following request covers the time period January 1, 1998 to present:

1. All documents concerning Your relationship with the Named Plaintiffs, including your communications with each Named Plaintiff, contracts or agreements with each Named Plaintiff, requests for proposals and responses thereto (including requests for proposals and responses thereto between You and any Benefit Consultant acting on behalf of a Named Plaintiff), and documents concerning reimbursement paid by a Named Plaintiff for the Identified Drugs.

DAO 88 (Rev. 1/94) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT
 DISTRICT OF MISSOURI

NEW ENGLAND CARPENTERS HEALTH BENEFITS FUND,
 ET. AL,
 V.

SUBPOENA IN A CIVIL CASE

FIRST DATABANK, INC., AND MCKESSON CORPORATION Case Number: 1:05-CV-11148-PBS
 DISTRICT OF MASSACHUSETTS

TO: Express Scripts, Inc.
 13900 Riverport Drive
 Maryland Heights, MO 63043

☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

Express Scripts, Inc., 13900 Riverport Drive, Maryland Heights, MO 63043 or another
 mutually agreeable location

DATE AND TIME

August 22, 2006, 9:30 a.m.

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects): See attached Exhibit B.

PLACE

Express Scripts, Inc., 13900 Riverport Drive, Maryland Heights, MO 63043 or another
 mutually agreeable location

DATE AND TIME

August 8, 2006, 9:30 a.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)
 Attorney for Defendant McKesson Corporation

DATE

July 24, 2006

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Tiffany Cheung, Morrison & Foerster LLP, 425 Market Street, San Francisco, CA 94105

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on next page)

¹If action is pending in district other than district of issuance, state district under case number.

AO 88 (Rev 1/94) Subpoena in a Civil Case

PROOF OF SERVICE

DATE

PLACE

SERVED:

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend

trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in who behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

NEW ENGLAND CARPENTERS HEALTH
BENEFITS FUND, PIRELLI ARMSTRONG
RETIREE MEDICAL BENEFITS TRUST,
TEAMSTERS HEALTH & WELFARE FUND
OF PHILADELPHIA AND VICINITY, and
PHILADELPHIA FEDERATION OF
TEACHERS HEALTH AND WELFARE FUND,

Plaintiffs,

v.

FIRST DATABANK, INC., a Missouri
corporation, and McKESSON CORPORATION,
a Delaware corporation,

Defendants.

Civil Action: 1:05-CV-11148-PBS

Judge Patti B. Saris

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 30 and 45, and the subpoena attached hereto, McKesson Corporation, by its attorneys, will take the deposition of Express Scripts, Inc., by the person or persons who are knowledgeable concerning the matters set forth in Exhibit A attached hereto. Such deposition will be taken on August 22, 2006, beginning at 9:30 a.m., at 13900 Riverport Drive, Maryland Heights, MO 63043, or at another mutually agreeable location. The deposition will be taken before an officer authorized to administer oaths, be recorded by a stenographer, and may be videotaped, and may provide for LiveNote access, and will continue from day to day, Saturday, Sundays and holidays excepted, until completed.

McKesson reserves the right to take subsequent depositions, not just on all material issues, but also on those issues raised by any documents produced after the date of this Notice.

PLEASE TAKE FURTHER NOTICE THAT Express Scripts, Inc. is also requested to produce the documents set forth in Exhibit B on August 8, 2006.

Dated July 24, 2006

MELVIN R. GOLDMAN
LORI A. SCHECHTER
PAUL FLUM
TIFFANY CHEUNG
MORRISON & FOERSTER LLP

By: _____
Tiffany Cheung

Attorneys for Defendant
MCKESSON CORPORATION

DEFINITIONS

The terms used in these requests, whether or not capitalized, are defined as follows:

1. "All documents" means every document and every non-identical copy known to You and every such document or writing which You can locate or discover by reasonably diligent efforts, including, but not limited to, documents now in Your possession, custody, or the possession, custody, or control of Your merged or acquired predecessors, Your former and present directors, officers, counsel, agents, employees, and/or persons acting on Your behalf.
2. "AWP" or "Average Wholesale Price" means the price for drugs as periodically published by several pharmaceutical industry compendia, including the Drug Topics Red Book (the "Red Book"), American Druggist First Databank Annual Directory of Pharmaceuticals ("First DataBank"), Essential Directory of Pharmaceuticals (the "Blue Book") and Medi-Span's Master Drug Database ("Medi-span"). The term "AWP" includes the "Blue Book AWP" published by First Databank.
3. "Beneficiary" means a person for whom a health plan or health and welfare fund provides any medical or health insurance benefit, including prescription drug benefits.
4. "Benefit Consultant" means any person and/or entity that provides information, counsel and/or advice to any Fund regarding any hospital, medical or prescription drug benefit and/or service provided by any Fund to any Participant or Beneficiary.
5. "Clients" means union benefit funds, employers, health plans, Third Party Payors, or other entities or individuals to which You provide services or data pertaining to drugs for a fee or other remuneration.
6. "Communication" as defined in Massachusetts Local Rule 26.5(c)(1), means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).

7. "Complaint" means the Class Action Complaint filed in connection with Civil Action No. 05-CV-11148-PBS in the United States District Court for the District of Massachusetts.

8. "Concerning" as defined in Massachusetts Local Rule 26.5(c)(7), means referring to, describing, evidencing, or constituting. A request for all documents "concerning" a subject extends to each document making a statement about, mentioning, referring to, discussing, analyzing, describing, reflecting, evidencing, identifying, relating to, regarding, summarizing, dealing with, consisting of, constituting, or in any way pertaining to the subject, in whole or in part.

9. "Copy" or "Copies" when used in reference to a document means any color or black-and-white reproduction of a document, regardless of whether the reproduction is made by means of carbon paper pressure, sensitive paper, photostat, xerography, scanning, or other means or process.

10. "Document" means Electronic Data and all written, typed, printed, photocopied, photographed, or recorded matter of any kind, including but not limited to all originals, masters, drafts, and non-identical copies of any labels, packaging, invoices, advertisements, catalogs, letters, envelopes, forms, affidavits, correspondence, telegraphs, telecopies, telefaxes, paper communications, resolutions, minutes of meetings, signed statements, tabulations, charts, memoranda, checks, appointment books, records, proposals, memoranda or other transcripts (by mechanical device, by longhand or shorthand recording, tape recording, or by electronic or any other means), computer-generated information, computer software, information stored or recorded by electronic means (including by a computer, server, hard drive, compact disk, floppy disk, diskette, tape, record, cassette, video, electronic mail, and any other electronic recording or

data compilation from which information can be obtained or translated), interoffice communications, interoffice communications, all summaries of oral communications (telephonic or otherwise), microfiche, microfilm, lists, bulletins, calendars, circulars, desk pads, opinions, ledgers, minutes, agreements, journals, diaries, contracts, invoices, balance sheets, telephone messages or other messages, magazines, pamphlets, articles, notices, newspapers, studies, summaries, worksheets, telexes, cables, any matters defined in Federal Rule of Evidence 1001, and all other graphic materials, writings, and instruments, however produced or reproduced. A document includes all documents appended thereto.

11. "Drug Company" or "Drug Companies" means a company that manufactures pharmaceutical products, including without limitation, Identified Drugs.

12. "Electronic Data" means all information of all kinds maintained by electronic data processing systems and includes all non-identical copies of such information. Electronic Data includes, but is not limited to, electronic spreadsheets, databases with all records and fields and structural information (including Lotus Notes Discussion Databases and other online dialogs), charts, graphs and outlines, arrays of information and all other information used or produced by any software. Further, Electronic Data includes any computer program (whether proprietary or commercial), programming notes or instructions, or any other software program or utility needed to access or use such Electronic Data as they are accessed or used by You in the usual course of business.

13. "Fund" or "Funds" means any and/or all of the plaintiff health and welfare funds and trusts identified in the Class Action Complaint, including, without limitation, New England Carpenters Health Benefits Fund; Pirelli Armstrong Retiree Benefits Trust; Teamsters Health & Welfare Fund of Philadelphia and Vicinity; and Philadelphia Federation of Teachers Health and

Welfare Fund, and any other health and welfare fund or trust that provides prescription drug benefits, and any of their past or present trustees, officials, officers, fiduciaries, third-party administrators, representatives, agents, assigns, attorneys, employees, divisions, departments, affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control.

14. "Government Investigation" refers to any ongoing or closed investigation or inquiry conducted by Congress, a committee or sub-committee of Congress (including but not limited to, the Consumer, Energy and/or Ways and Means Committees), the United States Department of Justice, the United States General Accounting Office, the Federal Trade Commission, the Office of the United States Inspector General, the United States Department of Health and Human Services, or any other federal, state, or local governmental entity, and includes but is not limited to instances in which such entities have served or sent You Civil Investigative Demands, subpoenas, document requests, or other requests.

15. "Identified Drugs" shall refer to any one or more of the drugs listed in Appendix A to the Complaint and attached hereto.

16. "MDL Litigation" means the litigation bearing the caption, *In Re Pharmaceutical Industry Average Wholesale Price Litigation*, MDL No. 1456, pending in the United States District Court for the District of Massachusetts.

17. "Meeting" means any discussion between two or more persons either in person, telephonically, or by video conference.

18. "Named Plaintiff" means any and/or all of the plaintiff health and welfare funds and trusts identified in the Class Action Complaint, including, without limitation, New England Carpenters Health Benefits Fund; Pirelli Armstrong Retiree Benefits Trust; Teamsters Health &

Welfare Fund of Philadelphia and Vicinity; and Philadelphia Federation of Teachers Health and Welfare Fund, and any of their past or present trustees, officials, officers, fiduciaries, third-party administrators, representatives, agents, assigns, attorneys, employees, divisions, departments, affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control.

19. "Participant" means a person for whom a health plan or health and welfare fund provides any medical or health insurance benefit, including prescription drug benefits.

20. "Person" as defined in Massachusetts Local Rule 26.5(c)(6), means any natural person or any business, legal, or governmental entity or association.

21. "Pharmacy Benefit Manager" or "PBM" means any entity that provides services relating to prescription drug benefits offered by any Third Party Payor to any Participant and/or Beneficiary.

22. "Price" means any payment made for a drug with or without discounts, Rebates or other incentives affecting the cost of the drug.

23. "Publication" means a publication identified in Health Care Financing Administration Program Memorandum AB-99-63 and includes First DataBank, Red Book, Blue Book, and Medi-span.

24. "Publisher" or "Publishers" refers to any pharmaceutical price publishing service, including but not limited to the First DataBank, Red Book, Blue Book and Medi-Span publishing services.

25. "Rebates" include access rebates for the placement of products on a formulary, rebates based upon the sales volumes for drugs, and market share rebates for garnering higher

market share than established targets, and include rebates received by You or any PBM with whom You have a contractual relationship.

26. "Relevant Time Period" means the period from January 1, 1997 to the date of production, inclusive.

27. "Retailer" means any entity, including a retail pharmacy that resells drugs to consumers.

28. "Third Party Payor" means any non-government entity or program, including but not limited to, Funds, or health insurance companies, health maintenance organizations, preferred provider organizations, self insurance plans, health plans, unions, and welfare and benefit plans, that provides prescription drug benefits to Participants and Beneficiaries and reimburses or compensates Retailers for prescription drugs dispensed to Participants and Beneficiaries.

29. "This Litigation" means the litigation pending in the United States District Court for the District of Massachusetts bearing the docket number 1:05-CV-11148-PBS.

30. "WAC" or "Wholesale Acquisition Cost" means the actual selling price that a Drug Company charges to a Wholesaler, before discounts.

31. "Twenty Largest And Twenty Smallest Third Party Payors" means for the Twenty Largest, the twenty Third Party Payors that provided the most revenue to You over the Relevant Time Period, and the Twenty Smallest means the twenty Third Party Payors who provided the least revenue to You, in aggregate, during the Relevant Time Period.

32. "Wholesaler" means any entity that purchases drugs from a Drug Company and resells such drugs to any other entity, including Retailers.

33. "You" or "Your" shall refer to Express Scripts, Inc., including National Prescription Administrators and any of Express Scripts, Inc.'s predecessors, divisions, subsidiaries, trustees, officers, directors, managers, employees, or agents, including but not limited to, attorneys and accountants.

INSTRUCTIONS

1. Unless otherwise specifically stated, the requests below refer to the period from January 1, 1997, to the date of production, inclusive.

2. The singular form of a noun or pronoun shall include within its meaning the plural form of the noun or pronoun and vice versa; the masculine form of a pronoun shall include within its meaning the feminine form of the pronoun and vice versa; and the use of any tense of any verb shall include within its meaning all other tenses of the verb.

3. "All" and "each" shall be construed as meaning either all or each as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside its scope.

4. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request any information that might otherwise be construed to be outside its scope.

5. Each request for production of documents extends to all documents in the possession, custody, or control of You or anyone acting on Your behalf. A document is to be deemed in Your possession, custody, or control if it is in Your physical custody, or if it is in the physical custody of any other person and You (a) own such document in whole or in part; (b) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such document on any term; (c) have an understanding, express or implied, that You may use, inspect, examine,

or copy such document on any terms; or (d) have, as a practical matter, been able to use, inspect, examine, or copy such document when You sought to do so.

6. If production is requested of a document that is no longer in Your possession, custody, or control, Your response should state when the document was most recently in Your possession, custody, or control, how the document was disposed of, and the identity of the person, if any, presently in possession, custody, or control of such document. If the document has been destroyed, state the reason for its destruction.

7. Provide the following information for each document withheld on the grounds of privilege:

- (a) its date;
- (b) its title;
- (c) its author(s);
- (d) its recipient(s);
- (e) the specific privilege under which it is withheld;
- (f) its general subject matter; and
- (g) a description of it that You contend is adequate to support Your contention that it is privileged.

8. Any attachment to an allegedly privileged or immune document shall be produced unless You contend that the attachment is also privileged or immune.

9. Notwithstanding the assertion of any objection to production, if a document contains non-objectionable or non-privileged matter, please produce that document, redacting that portion for which the objection is asserted, provided that the following information is provided:

- (a) its date;

- (b) its title;
- (c) its author(s);
- (d) its recipient(s);
- (e) the specific privilege under which it is withheld;
- (f) its general subject matter; and
- (g) a description of it that You contend is adequate to support Your contention that it is privileged.

10. To the extent that You consider any of the following requests for production of documents objectionable, please respond to the remainder of the production request, and separately state that part of each request to which You object and each ground for each objection. If there is any question as to the meaning of any part of these Requests, or an issue as to whether production of any documents requested herein would impose an undue burden on You, counsel for McKesson should be contacted promptly to discuss these matters, and You should respond to the remainder of these Requests as written.

11. Documents produced in response to these Requests should be provided in the same form in which they are kept in the usual course of business. This means that Electronic Data, as that term is defined herein, should be produced in the electronic form in which it is kept in the usual course of business.

12. You may produce legible, complete, and exact copies of original documents responsive to these Requests, provided that the originals shall be made available for inspection upon request by counsel for McKesson.

13. These Requests cover all documents in Your possession, custody, and control, both inside and outside the United States, including Documents in the possession of Your officers, employees, agents, servants, representatives, trustees, attorneys, consultants, or other

persons directly or indirectly employed or retained by You, or anyone else acting on Your behalf or otherwise subject to Your control, and any merged, consolidated, or acquired predecessor or successor, subsidiary, division, or affiliate.

14. If any Request cannot be responded to fully, You should provide as full a response as possible, state the reason for the inability to answer fully, and provide any information, knowledge, or belief that You have regarding the unanswered portion.

EXHIBIT A

DEPOSITION TOPICS

1. Your negotiations and contracts with Third Party Payors and Clients for pharmacy benefit management services, including the sharing of rebates from manufacturers, the duration of such contracts, termination provisions, guarantees, references to AWP, and terms and conditions included in addendums and related provider manuals.

2. Your negotiations and contracts with Retailers, including drug pricing terms and metrics (e.g., AWP, usual & customary), the manner in which those metrics are defined or arrived at (including the factors or other information used, relied on or considered by You in connection with, or arriving at, reimbursements and payments to Retailers), the terms pertaining to Third Party Payors' or Clients' payment for drugs provided under such contracts, the duration of such contracts, and the termination provisions in such contracts.

3. Your knowledge, understanding or expectation regarding (a) the use and significance of AWP, manufacturer suggested wholesale prices, WAC, or other information published or provided by First DataBank and other Publishers, (b) the trends in these metrics; (c) the ratio or spread between actual acquisition costs of Retailers and published AWP, or between WAC and published AWP; (c) changes in AWP or in WAC to AWP ratios, including discussions with manufacturer, Retailers, Third Party Payor and Clients, or Publishers regarding such changes.

4. The operation and management of Retailers, including the management and operations of pharmacy networks.

5. Representations or other statements by or attributed to Publishers concerning how any Publisher compiles, develops or arrives at AWP's, WACs or other information published or made available by the Publisher.

6. Your corporate structure, organizations, employees and operations.

7. Your search for and production of documents in response to the document requests set forth in Exhibit B of this subpoena.

EXHIBIT B

DOCUMENTS TO BE PRODUCED

Regarding Related Litigation or Investigations

1. Respecting the MDL Litigation, all documents produced or made available to other parties, including, without limitation, all documents produced or made available pursuant to subpoenas or document requests; all affidavits, declarations, deposition transcripts, deposition videos, and deposition exhibits; all non-public pleadings; and all transcripts of hearings before a Judge or Magistrate.

2. Respecting any legal proceeding, mediation, arbitration, court hearing, legislative hearing, or Government Investigation or inquiry concerning FDB or any other Publisher, the use of AWP or reimbursement of drugs purchased by consumers, all documents produced or made available pursuant to subpoenas or document requests; all affidavits, declarations, deposition transcripts, deposition exhibits and statements filed, served, produced, prepared or taken in connection therewith; all documents concerning your contracts or negotiations with Retailers, reimbursements to Retailers for the dispensing of Identified Drugs, your relationships with Third Party Payors, or your contracts or negotiations with Drug Companies for Rebates, discounts or other consideration or remuneration.

Regarding Publishers

3. All documents concerning communications between You and any Publisher concerning the AWP for, the WAC-AWP spread for or, proposed wholesale price or the actual or proposed acquisition cost of, Identified Drugs or any other prescription drug.

4. All contracts and agreements with any Publisher.

5. All documents concerning use of a specific Publisher's AWP or other price data in contracts with Retailers, Third Party Payors and Clients, Manufacturers, or with any other person.

6. All documents to or from any Publisher concerning Identified Drugs, AWP, a Drug Company's suggested wholesale prices, or Wholesaler markups.

7. All documents and communications concerning any representation or other statement by or attributed to First DataBank, Redbook or any other Publisher concerning its business, including, without limitation, its publication of AWP's, information contained in its data fields, how it derived information for its database, how it determined AWP's, its research of wholesalers, its research of PBMs, or its conduct of surveys.

8. All documents or communications concerning increases, decreases or other changes in AWP's, including any increase or change in the WAC-AWP spread, in data published by First DataBank, including, without limitation, complaints or other reactions to such changes by Drug Companies, Wholesalers, PBMs (including You), Retailers, Third Party Payors, or Your Clients.

9. All documents concerning the use of AWP's published by First DataBank, or by any other Publisher, as a basis, benchmark or metric for reimbursement.

10. All documents comparing AWP's or WAC-AWP spreads published by First DataBank, with

- a. AWP's or WAC-AWP spreads published by other Publishers, or with
- b. wholesale prices suggested by Drug Companies.

11. All documents concerning the accuracy of the AWP's published by, or of representations made by, First DataBank.

Regarding Third Party Payors

12. All documents concerning communications between You and any Third Party Payor concerning the AWP for, the WAC-AWP spread for, or the actual or potential acquisition cost of, Identified Drugs.

13. All contracts and agreements by You with the Twenty Largest and Twenty Smallest Third Party Payors that concern:

- a. AWP, WAC, or the actual or potential acquisition cost of, Identified Drugs;
- b. Rebates, discounts or other consideration received by You from Drug Companies;
- c. Services you provide to Third Party Payors; or
- d. Reimbursement for dispensing of prescription drugs

14. All documents concerning Your strategy, reasoning, or methodology in setting amounts Your Clients or Third Party Payors pay You, or You pay to Retailers, for drugs or for dispensing or administrative services, including, without limitation, documents showing the factors or other information You have relied on or considered in arriving at payment terms.

15. All documents concerning the effect or potential effect of an actual or possible increase, decrease or other change in the WAC-AWP spread or in published AWPs, including, without limitation, the effect such a change would or may have on You or any of Your Clients.

16. All communications between TPPs and PBMs concerning higher drug prices, higher AWPs, or higher AWP/WAC markups.

17. All advertising, marketing, and sales materials, responses to requests for proposals or other documents describing the services You (or other PBMs) offer or make available to Clients and the value of those services, including, without limitations, documents concerning the savings You (or other PBMs) have secured for Clients.

18. All documents concerning Your decision to list or de-list Identified Drugs or any other prescription drug on a formulary.

19. All documents concerning Your relationship with the Named Plaintiffs, including without limitation:

- a. All documents concerning communications with the Named Plaintiffs;
- b. All contracts or agreements with the Named Plaintiffs;
- c. All requests for proposals and responses thereto involving the Named Plaintiffs;
- d. All reports, summaries or compilations provided to or received from the Named Plaintiffs;
- c. All documents concerning the amount charged or to be charged the Named Plaintiffs for prescription drugs;
- d. All documents concerning reimbursement of Named Plaintiffs for prescription drug expenditures made on behalf of Participants or Beneficiaries;
- e. All documents concerning reimbursements paid by Named Plaintiffs to Retailers for the dispensing of Identified Drugs; and,
- f. All documents concerning communications with a Benefit Consultant concerning a Named Plaintiff, including, without limitation, all documents concerning requests for proposals or responses thereto and

20. All documents concerning the use of AWP as a basis or benchmark for reimbursement of PBMs or Retailers.

Regarding Retailers

21. All documents containing or concerning contracts or agreements You negotiated with Retailers for reimbursement for prescription drugs.

22. All documents concerning Your strategy, factors considered, reasoning, or methodology in setting reimbursement to Retailers for Identified Drugs or for dispensing or administrative services including, without limitation, documents showing the factors or other information You have relied on or considered, and all documents containing calculations or computations used, relied on or considered by You, in connection therewith.

23. All documents concerning the impact of changes in published AWP's or WAC-AWP spreads on contracts or negotiations with Retailers, or reimbursement rates paid to Retailers.

24. All documents concerning negotiations with Retailers regarding network membership, including without limitations, all documents concerning discussion or documentation of denying, terminating or revoking network membership for any reason.

25. All documents concerning the percentage discount from AWP contained in, or considered for, contracts with Retailers.

Regarding Drug Companies

26. All documents concerning price offsets, discounts, Rebates, or off-invoice incentive payments or other considerations paid or made by Drug Companies to You or other PBMs for Identified Drugs.

27. All documents concerning the impact or effect of changes in published AWP's or WAC-AWP spreads on any actual or potential Rebates, discounts, or any other consideration or price terms between You and Your Clients or a Drug Company.

28. All documents concerning Drug Company reactions to, or communications regarding, any increased AWP or AWP/WAC spread, including any correspondence from a Drug

Company regarding changes in AWP that were not recommended or proposed by a Drug Company.

29. All documents reflecting the description or identification of any Drug Company as having a suggested, proposed, or stated wholesale markup, including but not limited to a 20% or a 25% markup or spread between WAC and AWP.

30. All documents concerning the use of an AWP suggested by a Drug Company.

Regarding AWP

31. All documents concerning Your use of AWP as a pricing term, benchmark or metric in any contracts with or among Retailers, Third Party Payors, Clients or Drug Companies.

32. All documents concerning AWP, including but not limited to:

- a. All documents concerning the WAC-AWP spread or markup;
- b. All documents concerning the spread or markup between pharmacy acquisition cost and AWP;
- c. Any reports, summaries or compilations provided to Third Party Payors or Clients containing information about changes in industry pricing or practices;
- d. All internal reports analyzing the drug expenditures of Third Party Payors or Clients;
- e. All documents concerning reimbursement by You or your clients for Identified Drugs on the basis of published AWP's, including AWP's published by First Databank;
- f. All documents concerning the proposed or actual discontinuation of AWP as a basis, benchmark or metric for reimbursement; and

- g. All documents identifying or describing the source that You use for determining AWP in your contracts; or discussing how AWP has been, or is currently, calculated or defined.

Other Documents

33. All documents concerning Your expectations regarding (1) pharmacy acquisition costs; (2) the spread between such acquisition costs and AWP; or (3) the spread between WAC and AWP, for Identified Drugs.

34. For each Identified Drug, all transaction records maintained in a database or other electronic format showing all revenues, disbursements and quantities covered, including amounts paid by You for Identified Drugs sold by Retailers, amounts paid to You by Third Party Payors as Your Clients for the Identified Drugs, and any related Rebates, discounts, and administrative fees.

35. Documents sufficient to identify all Your departments and employees including, without limitation, Your organizational charts.

36. Documents sufficient to identify Your policy or practice of document retention, destruction, disposal, or preservation for each year during the Relevant Time Period.

37. Document describing each report, summary or compilation distributed by You or Your Third Party Payors or Clients concerning AWP, WAC-AWP spreads, reimbursement of Retailers, payments to Third Party Payors, acquisition costs of Retailers, the MDL Litigation or this Lawsuit.

38. All documents concerning whether to use a discount from AWP (e.g., AWP minus 12%) as a basis for reimbursement of Retailers.

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
3M PHARMACEUTICALS	0008020026	METROGEL-VAGINAL 0.75% GEL
3M PHARMACEUTICALS	0008030510	TAMBOCOR 50 MG TABLET
3M PHARMACEUTICALS	0008030710	TAMBOCOR 100 MG TABLET
3M PHARMACEUTICALS	0008031410	TAMBOCOR 150 MG TABLET
3M PHARMACEUTICALS	0008081006	CAL DISCO VERSENAT 200 MG/ML
3M PHARMACEUTICALS	0008084006	NORFLEX 30 MG/ML AMPUL
3M PHARMACEUTICALS	0008081012	ALDARA 5% CREAM
3M PHARMACEUTICALS	0008081621	MAXAIR AUTOHALER 0.2 MG AERO
AAIPHARMA LLC	0002035102	DARVOCET-N 50 TABLET
AAIPHARMA LLC	0002035333	DARVON-N 100 MG TABLET
AAIPHARMA LLC	0002036302	DARVOCET-N 100 TABLET
AAIPHARMA LLC	0002036303	DARVOCET-N 100 TABLET
AAIPHARMA LLC	0002036333	DARVOCET-N 100 TABLET
AAIPHARMA LLC	0002080303	DARVON 65 MG PULVULE
AAIPHARMA LLC	0002080333	DARVON 65 MG PULVULE
AAIPHARMA LLC	0002031102	DARVON COMPOUND-65 PULVULE
AAIPHARMA LLC	0002031103	DARVON COMPOUND-65 PULVULE
AAIPHARMA LLC	0002007201	BRETHINE 2.5 MG TABLET
AAIPHARMA LLC	0002007210	BRETHINE 2.5 MG TABLET
AAIPHARMA LLC	00020010501	BRETHINE 5 MG TABLET
AAIPHARMA LLC	00020010510	BRETHINE 5 MG TABLET
AAIPHARMA LLC	00020060701	BRETHINE 1 MG/ML AMPUL
AAIPHARMA LLC	0005023301	DURACLON 0.1 MG/ML VIAL
AAIPHARMA LLC	0005023401	DURACLON 500 MC/ML VIAL
AAIPHARMA LLC	86591023921	AQUASOL A 50,000 UNITS/ML VIAL
AAIPHARMA LLC	86591043411	BRETHINE 1 MG/ML AMPUL
AAIPHARMA LLC	86591062241	DARVON 65 MG PULVULE
AAIPHARMA LLC	86591063141	DARVON-N 100 MG TABLET
AAIPHARMA LLC	86591063181	DARVON-N 100 MG TABLET
ABBOTT LABORATORIES	00597002901	MOBIC 7.5 MG TABLET
ABBOTT LABORATORIES	00597003001	MOBIC 15 MG TABLET
ABBOTT LABORATORIES	00597009228	MICARDIS 20 MG TABLET
ABBOTT LABORATORIES	00597004828	MICARDIS 40 MG TABLET
ABBOTT LABORATORIES	00597004128	MICARDIS 80 MG TABLET
ABBOTT LABORATORIES	00597004328	MICARDIS HCT 40/12.5 MG TAB
ABBOTT LABORATORIES	00597004428	MICARDIS HCT 80/12.5 MG TAB
AGOURON PHARMACEUTICALS INC	6301001030	VIRACEPT 250 MG TABLET
AGOURON PHARMACEUTICALS INC	6301000198	VIRACEPT POWDER
AMGEN INC	55513012601	EPOGEN 2,000 UNITS/ML VIAL
AMGEN INC	55513012610	EPOGEN 2,000 UNITS/ML VIAL
AMGEN INC	55513014401	EPOGEN 10,000 UNITS/ML VIAL
AMGEN INC	55513014410	EPOGEN 10,000 UNITS/ML VIAL
AMGEN INC	55513014801	EPOGEN 4,000 UNITS/ML VIAL
AMGEN INC	55513014810	EPOGEN 4,000 UNITS/ML VIAL
AMGEN INC	55513028701	EPOGEN 3,000 UNITS/ML VIAL
AMGEN INC	55513026710	EPOGEN 3,000 UNITS/ML VIAL
AMGEN INC	55513028301	EPOGEN 10,000 UNITS/ML VIAL
AMGEN INC	55513028310	EPOGEN 10,000 UNITS/ML VIAL
ASTRAZENECA LP	00037721020	ZOMIG 2.5 MG TABLET
ASTRAZENECA LP	00037721125	ZOMIG 5 MG TABLET
ASTRAZENECA LP	00186000131	LEXCEL 5-5 MG TABLET SA
ASTRAZENECA LP	00186000169	LEXCEL 5-5 MG TABLET SA
ASTRAZENECA LP	00186000231	LEXCEL 5-2.5 MG TABLET SA
ASTRAZENECA LP	00186000431	ATACAND 4 MG TABLET
ASTRAZENECA LP	00186000831	ATACAND 8 MG TABLET
ASTRAZENECA LP	00186001028	ATACAND 16 MG TABLET
ASTRAZENECA LP	00186001631	ATACAND 16 MG TABLET
ASTRAZENECA LP	00186001854	ATACAND 16 MG TABLET
ASTRAZENECA LP	00186003228	ATACAND 32 MG TABLET
ASTRAZENECA LP	00186003231	ATACAND 32 MG TABLET
ASTRAZENECA LP	00186003254	ATACAND 32 MG TABLET
ASTRAZENECA LP	00186011001	XYLOCAINE 1% VIAL
ASTRAZENECA LP	00186011201	XYLOCAINE 1% VIAL
ASTRAZENECA LP	00186011291	XYLOCAINE 1% VIAL
ASTRAZENECA LP	00186011401	XYLOCAINE 1%/EPI 1:200,000
ASTRAZENECA LP	00186011412	XYLOCAINE 1%/EPI 1:200,000
ASTRAZENECA LP	00186011491	XYLOCAINE 1%/EPI 1:200,000
ASTRAZENECA LP	00186011501	XYLOCAINE 1%/EPI 1:100,000
ASTRAZENECA LP	00186011512	XYLOCAINE 1%/EPI 1:100,000
ASTRAZENECA LP	00186011701	XYLOCAINE 1.5%/EPI 1:200,000
ASTRAZENECA LP	00186011712	XYLOCAINE 1.5%/EPI 1:200,000
ASTRAZENECA LP	00186011791	XYLOCAINE 1.5%/EPI 1:200,000
ASTRAZENECA LP	00186012001	XYLOCAINE 2% DENTAL VIAL
ASTRAZENECA LP	00186012201	XYLOCAINE 2%/EPI 1:200,000
ASTRAZENECA LP	00186012212	XYLOCAINE 2%/EPI 1:200,000
ASTRAZENECA LP	00186012291	XYLOCAINE 2%/EPI 1:200,000
ASTRAZENECA LP	00186012501	XYLOCAINE 2%/EPI 1:100,000
ASTRAZENECA LP	00186013001	XYLOCAINE 0.5% VIAL
ASTRAZENECA LP	00186013701	XYLOCAINE 0.5% VIAL
ASTRAZENECA LP	00186014001	XYLOCAINE 0.5%/EPI 1:200,000
ASTRAZENECA LP	00186014501	XYLOCAINE 1% VIAL
ASTRAZENECA LP	00186015001	XYLOCAINE 1%/EPI 1:100,000
ASTRAZENECA LP	00186015801	XYLOCAINE 2% VIAL
ASTRAZENECA LP	00186016001	XYLOCAINE 2%/EPI 1:100,000
ASTRAZENECA LP	00186016228	ATACAND HCT 16/12.5 MG TAB
ASTRAZENECA LP	00186016254	ATACAND HCT 16/12.5 MG TAB

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
ASTRAZENECA LP	00186021003	XYLOCAINE-MPF 1% AMPUL
ASTRAZENECA LP	00186021203	XYLOCAINE/DEXTROSE 1.5% AMP
ASTRAZENECA LP	00186021503	XYLOCAINE-MPF 2% AMPUL
ASTRAZENECA LP	00186023003	XYLOCAINE-MPF 1% AMPUL
ASTRAZENECA LP	00186023203	XYLOCAINE IV 2% AMPUL
ASTRAZENECA LP	00186023503	XYLOCAINE-MPF 4% AMPUL
ASTRAZENECA LP	00186024113	XYLOCAINE-MPF 2% VIAL
ASTRAZENECA LP	00186024213	XYLOCAINE-MPF 2% VIAL
ASTRAZENECA LP	00186024312	XYLOCAINE 2% VIAL
ASTRAZENECA LP	00186025002	XYLOCAINE 2%EP1 1:200.000
ASTRAZENECA LP	00186025502	XYLOCAINE-MPF 1% AMPUL
ASTRAZENECA LP	00186026002	XYLOCAINE 1%EP1 1:200.000
ASTRAZENECA LP	00186026082	XYLOCAINE 1%EP1 1:200.000
ASTRAZENECA LP	00186026502	XYLOCAINE 1.5%EP1 1:200.000
ASTRAZENECA LP	00186026503	XYLOCAINE 1.5%EP1 1:200.000
ASTRAZENECA LP	00186027312	XYLOCAINE 1% VIAL
ASTRAZENECA LP	00186027613	XYLOCAINE-MPF 1% VIAL
ASTRAZENECA LP	00186027713	XYLOCAINE-MPF 1% VIAL
ASTRAZENECA LP	00186031021	XYLOCAINE 5% OINTMENT
ASTRAZENECA LP	00186032001	XYLOCAINE 4% SOLUTION
ASTRAZENECA LP	00186032228	ATACAND HCT 32/12.5 MG TAB
ASTRAZENECA LP	00186032254	ATACAND HCT 32/12.5 MG TAB
ASTRAZENECA LP	00186033001	XYLOCAINE 2% JELLY
ASTRAZENECA LP	00186033036	XYLOCAINE 2% JELLY
ASTRAZENECA LP	00186033643	XYLOCAINE 2% JELLY SYRINGE
ASTRAZENECA LP	00186033653	XYLOCAINE 2% JELLY SYRINGE
ASTRAZENECA LP	00186036001	XYLOCAINE 2% VISCOUS SOLN
ASTRAZENECA LP	00186036011	XYLOCAINE 2% VISCOUS SOLN
ASTRAZENECA LP	00186045028	PLENDIL 2.5 MG TABLET SA
ASTRAZENECA LP	00186045031	PLENDIL 2.5 MG TABLET SA
ASTRAZENECA LP	00186045058	PLENDIL 2.5 MG TABLET SA
ASTRAZENECA LP	00186045128	PLENDIL 5 MG TABLET SA
ASTRAZENECA LP	00186045131	PLENDIL 5 MG TABLET SA
ASTRAZENECA LP	00186045158	PLENDIL 8 MG TABLET SA
ASTRAZENECA LP	00186045228	PLENDIL 10 MG TABLET SA
ASTRAZENECA LP	00186045231	PLENDIL 10 MG TABLET SA
ASTRAZENECA LP	00186045258	PLENDIL 10 MG TABLET SA
ASTRAZENECA LP	00186060828	PRIOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	00186060831	PRIOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	00186060668	PRIOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	00186060882	PRIOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	00186070210	ENTOCORT EC 3 MG CAPSULE
ASTRAZENECA LP	00186070788	TONOCARD 400 MG TABLET
ASTRAZENECA LP	00186070988	TONOCARD 800 MG TABLET
ASTRAZENECA LP	00186074228	PRIOSEC 20 MG CAPSULE DR
ASTRAZENECA LP	00186074231	PRIOSEC 20 MG CAPSULE DR
ASTRAZENECA LP	00186074282	PRIOSEC 20 MG CAPSULE DR
ASTRAZENECA LP	00186074328	PRIOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	00186074331	PRIOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	00186074388	PRIOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	00186074382	PRIOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	00186083581	NAROPIN 2 MG/ML INFUSION BTL
ASTRAZENECA LP	00186083581	NAROPIN 2 MG/ML INFUSION BTL
ASTRAZENECA LP	00186086344	NAROPIN 5 MG/ML AMPULE
ASTRAZENECA LP	00186086381	NAROPIN 5 MG/ML VIAL
ASTRAZENECA LP	00186091542	PULMICORT 200 MCG TURBUHALER
ASTRAZENECA LP	00186097165	NESACAINE 1% VIAL
ASTRAZENECA LP	00186097288	NESACAINE 2% VIAL
ASTRAZENECA LP	00186098168	NESACAINE-MPF 2% VIAL
ASTRAZENECA LP	00186098288	NESACAINE-MPF 3% VIAL
ASTRAZENECA LP	00186103801	SENSORCANE/EP1 0.75%0.0005
ASTRAZENECA LP	00186107503	RHINOCORT NASAL INHALEI
ASTRAZENECA LP	00186108003	TOPROL XL 25 MG TABLET SA
ASTRAZENECA LP	00186108005	TOPROL XL 50 MG TABLET SA
ASTRAZENECA LP	00186109205	TOPROL XL 100 MG TABLET SA
ASTRAZENECA LP	00186131601	EMLA CREAM W/TEGADERM
ASTRAZENECA LP	00186131503	EMLA CREAM W/TEGADERM
ASTRAZENECA LP	00186151601	EMLA CREAM
ASTRAZENECA LP	00186177001	STREPTASE 250,000 UNITS VIAL
ASTRAZENECA LP	00186177101	STREPTASE 750,000 UNITS VIAL
ASTRAZENECA LP	00186177401	STREPTASE 1.5MM UNITS INFUS BT
ASTRAZENECA LP	00186198804	PULMICORT 0.25 MG/2 ML RESPUL
ASTRAZENECA LP	00186198904	PULMICORT 0.5 MG/2 ML RESPUL
ASTRAZENECA LP	00186202031	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	00186202054	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	00186202082	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	00186202228	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	00186204031	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	00186204054	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	00186204082	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	00186204228	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	00310004010	ELAVIL 10 MG TABLET
ASTRAZENECA LP	00310004110	ELAVIL 50 MG TABLET
ASTRAZENECA LP	00310004210	ELAVIL 75 MG TABLET
ASTRAZENECA LP	00310004310	ELAVIL 100 MG TABLET
ASTRAZENECA LP	00310004610	ELAVIL 25 MG TABLET

Privileged and Confidential Information

In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC

FIRM	NDC	DRUG NAME AND DESCRIPTION
ASTRAZENECA LP	00310004950	ELAVIL 75 MG TABLET
ASTRAZENECA LP	00310004710	ELAVIL 100 MG TABLET
ASTRAZENECA LP	00310004730	ELAVIL 150 MG TABLET
ASTRAZENECA LP	00310004910	ELAVIL 10 MG/ML VIAL
ASTRAZENECA LP	00310010110	TENORMIN 100 MG TABLET
ASTRAZENECA LP	00310010510	TENORMIN 50 MG TABLET
ASTRAZENECA LP	00310010534	TENORMIN 50 MG TABLET
ASTRAZENECA LP	00310010710	TENORMIN 25 MG TABLET
ASTRAZENECA LP	00310011510	TENORETIC 50 TABLET
ASTRAZENECA LP	00310011710	TENORETIC 100 TABLET
ASTRAZENECA LP	00310013010	ZESTRIL 5 MG TABLET
ASTRAZENECA LP	00310013034	ZESTRIL 5 MG TABLET
ASTRAZENECA LP	00310013039	ZESTRIL 5 MG TABLET
ASTRAZENECA LP	00310013110	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310013134	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310013139	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310013173	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310013210	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310013234	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310013239	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310013273	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310013310	ZESTRIL 30 MG TABLET
ASTRAZENECA LP	00310013410	ZESTRIL 40 MG TABLET
ASTRAZENECA LP	00310013510	ZESTRIL 2.5 MG TABLET
ASTRAZENECA LP	00310014110	ZESTORETIC 10/2.5 TABLET
ASTRAZENECA LP	00310014210	ZESTORETIC 20/2.5 TABLET
ASTRAZENECA LP	00310014510	ZESTORETIC 20/25 TABLET
ASTRAZENECA LP	00310020130	ARMADIX 1 MG TABLET
ASTRAZENECA LP	00310020920	ZOMIG ZMT 2.5 MG TABLET
ASTRAZENECA LP	00310021321	ZOMIG ZMT 5 MG TABLET
ASTRAZENECA LP	00310027110	SEROQUEL 100 MG TABLET
ASTRAZENECA LP	00310027139	SEROQUEL 100 MG TABLET
ASTRAZENECA LP	00310027210	SEROQUEL 200 MG TABLET
ASTRAZENECA LP	00310027239	SEROQUEL 200 MG TABLET
ASTRAZENECA LP	00310027439	SEROQUEL 300 MG TABLET
ASTRAZENECA LP	00310027460	SEROQUEL 300 MG TABLET
ASTRAZENECA LP	00310027510	SEROQUEL 25 MG TABLET
ASTRAZENECA LP	00310027539	SEROQUEL 25 MG TABLET
ASTRAZENECA LP	00310030011	DIPRIVAN 10 MG/ML VIAL
ASTRAZENECA LP	00310030050	DIPRIVAN 10 MG/ML VIAL
ASTRAZENECA LP	00310030054	DIPRIVAN 10 MG/ML, SYRINGE
ASTRAZENECA LP	00310032111	MERREM 1 GM INFUSION BOTTLE
ASTRAZENECA LP	00310032115	MERREM 1 GM ADD-VANTAGE VL
ASTRAZENECA LP	00310032130	MERREM 1 GM VIAL
ASTRAZENECA LP	00310032511	MERREM 500 MG INFUSION BTL
ASTRAZENECA LP	00310032516	MERREM 500 MG ADD-VANTAGE VL
ASTRAZENECA LP	00310032520	MERREM 500 MG VIAL
ASTRAZENECA LP	00310037510	CEFOTAN 10 GM VIAL
ASTRAZENECA LP	00310037610	CEFOTAN 1 GM VIAL
ASTRAZENECA LP	00310037611	CEFOTAN 1 GM PIGGYBACK
ASTRAZENECA LP	00310037631	CEFOTAN 1 GM ADD-VANTAGE VL
ASTRAZENECA LP	00310037720	CEFOTAN 2 GM VIAL
ASTRAZENECA LP	00310037721	CEFOTAN 2 GM PIGGYBACK
ASTRAZENECA LP	00310037732	CEFOTAN 2 GM ADD-VANTAGE VL
ASTRAZENECA LP	00310037851	CEFOTAN 1 GM/50 ML PIGGYBACK
ASTRAZENECA LP	00310037951	CEFOTAN 2 GM/50 ML PIGGYBACK
ASTRAZENECA LP	00310040160	ACCOLATE 10 MG TABLET
ASTRAZENECA LP	00310040239	ACCOLATE 20 MG TABLET
ASTRAZENECA LP	00310040260	ACCOLATE 20 MG TABLET
ASTRAZENECA LP	00310060018	NOLVADEX 10 MG TABLET
ASTRAZENECA LP	00310060060	NOLVADEX 10 MG TABLET
ASTRAZENECA LP	00310060076	NOLVADEX 10 MG TABLET
ASTRAZENECA LP	00310060412	NOLVADEX 20 MG TABLET
ASTRAZENECA LP	00310060430	NOLVADEX 20 MG TABLET
ASTRAZENECA LP	00310060490	NOLVADEX 20 MG TABLET
ASTRAZENECA LP	00310070510	CASODEX 50 MG TABLET
ASTRAZENECA LP	00310070530	CASODEX 50 MG TABLET
ASTRAZENECA LP	00310070539	CASODEX 50 MG TABLET
AXCAN SCANDIPHARM INC	00068112061	BENTYL 10 MG CAPSULE
AXCAN SCANDIPHARM INC	00068112361	BENTYL 20 MG TABLET
AXCAN SCANDIPHARM INC	00068112516	BENTYL 10 MG/5 ML SYRUP
AXCAN SCANDIPHARM INC	00068112516	BENTYL 10 MG/ML AMPUL
AXCAN SCANDIPHARM INC	58914917110	CARAFATE 1 GM TABLET
AXCAN SCANDIPHARM INC	58914917121	CARAFATE 1 GM TABLET
AXCAN SCANDIPHARM INC	58914917130	CARAFATE 1 GM TABLET
AXCAN SCANDIPHARM INC	58914917150	CARAFATE 1 GM TABLET
BAYER CORP PHARMACEUTICAL DIV	00026288148	PRECOSE 30 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026288251	PRECOSE 100 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026519636	TRASYLOL 10,000 UNITS/ML VIAL
BAYER CORP PHARMACEUTICAL DIV	00026519763	TRASYLOL 10,000 UNITS/ML VIAL
BAYER CORP PHARMACEUTICAL DIV	00026551106	CIPRO 100 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026551248	CIPRO 250 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026551251	CIPRO 250 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026551348	CIPRO 500 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026551351	CIPRO 500 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026551448	CIPRO 750 MG TABLET

Privileged and Confidential Information

In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC

FIRM	NDC	DRUG NAME AND DESCRIPTION
BAYER CORP PHARMACEUTICAL DIV	00026951450	CIPRO 250 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026951136	CIPRO 5% SUSPENSION
BAYER CORP PHARMACEUTICAL DIV	00026983336	CIPRO 10% SUSPENSION
BERLEX INC	50415010110	QUINAGLUTE DURA-TABS 324 MG
BERLEX INC	50415010111	QUINAGLUTE DURA-TABS 324 MG
BERLEX INC	50415010125	QUINAGLUTE DURA-TABS 324 MG
BERLEX INC	50415010150	QUINAGLUTE DURA-TABS 324 MG
BERTEK PHARMACEUTICALS INC	62794015102	MENTAX 1% CREAM
BERTEK PHARMACEUTICALS INC	62794015103	MENTAX 1% CREAM
BIOGEN IDEC NA INC	59622000103	AVONEX ADAMIN PACK 30 MCG VL
BIOVAIL PHARMACEUTICALS INC	00088177147	CARDIZEM 30 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177185	CARDIZEM 30 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177190	CARDIZEM 30 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177247	CARDIZEM 60 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177255	CARDIZEM 60 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177290	CARDIZEM 60 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177747	CARDIZEM SR 80 MG CAPSULE SA
BIOVAIL PHARMACEUTICALS INC	00088177847	CARDIZEM SR 90 MG CAPSULE SA
BIOVAIL PHARMACEUTICALS INC	00088177947	CARDIZEM SR 120 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088178516	CARDIZEM 100 MG MONOVALENT
BIOVAIL PHARMACEUTICALS INC	00088178517	CARDIZEM 5 MG/ML LYO-JECT
BIOVAIL PHARMACEUTICALS INC	00088178147	CARDIZEM 30 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088178530	CARDIZEM CD 120 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088178542	CARDIZEM CD 120 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088178630	CARDIZEM CD 180 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088178642	CARDIZEM CD 180 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088178730	CARDIZEM CD 240 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088178742	CARDIZEM CD 240 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088178830	CARDIZEM CD 300 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088178842	CARDIZEM CD 300 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00173086341	ZOVIRAX 5% OINTMENT
BIOVAIL PHARMACEUTICALS INC	64455478247	CARDIZEM 120 MG TABLET
BIOVAIL PHARMACEUTICALS INC	64455478549	CARDIZEM CD 120 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64455478848	CARDIZEM CD 180 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64455479450	CARDIZEM CD 180 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64455479749	CARDIZEM CD 240 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64455479849	CARDIZEM CD 300 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64455479942	CARDIZEM CD 360 MG CAP SA
BLANK	00026015320	PLASMAVATE 5% IV SOLUTION
BLANK	00026015325	PLASMAVATE 5% IV SOLUTION
BLANK	00026068418	PLASBUMIN-25 IV SOLUTION
BLANK	00026068420	PLASBUMIN-25 IV SOLUTION
BLANK	00026068471	PLASBUMIN-25 IV SOLUTION
BLANK	00026068520	PLASBUMIN-5 IV SOLUTION
BLANK	00026068525	PLASBUMIN-5 IV SOLUTION
BLANK	00085026301	K-DUR 10 MEQ TABLET SA
BLANK	00085026381	K-DUR 10 MEQ TABLET SA
BLANK	00085070304	TRINAMIN REPETABS
BLANK	00085078701	K-DUR 20 MEQ TABLET SA
BLANK	00085078706	K-DUR 20 MEQ TABLET SA
BLANK	00085078710	K-DUR 20 MEQ TABLET SA
BLANK	00085078781	K-DUR 20 MEQ TABLET SA
BLANK	00085081930	NITRO-DUR 0.8 MG/HR PATCH
BLANK	00085081936	NITRO-DUR 0.8 MG/HR PATCH
BLANK	00085113601	INTEGRILIN 75 MG/100 ML VIAL
BLANK	00085115303	IMDUR 120 MG TABLET SA
BLANK	00085116304	IMDUR 120 MG TABLET SA
BLANK	00085117701	INTEGRILIN 20 MG/100 ML VIAL
BLANK	00085117702	INTEGRILIN 200 MG/100 ML VIAL
BLANK	00085330601	IMDUR 30 MG TABLET SA
BLANK	00085330603	IMDUR 30 MG TABLET SA
BLANK	00085331530	NITRO-DUR 0.3 MG/HR PATCH
BLANK	00085331535	NITRO-DUR 0.3 MG/HR PATCH
BLANK	00085411001	IMDUR 60 MG TABLET SA
BLANK	00085411003	IMDUR 60 MG TABLET SA
BLANK	11994001104	DEFINTY 1.1 MG/ML VIAL
BLANK	54082018301	ADDERALL XR 10 MG CAPSULE SA
BLANK	54082018701	ADDERALL XR 20 MG CAPSULE SA
BLANK	54082019101	ADDERALL XR 30 MG CAPSULE SA
BLANK	00087601142	CAFCIT 20 MG/ML VIAL
BLANK	00087611142	CAFCIT 20 MG/ML ORAL SOLN
BLANK	00597000160	AGGRENOL CAPSULE SA
BLANK	00597000801	CATAPRES 0.1 MG TABLET
BLANK	00597000701	CATAPRES 0.2 MG TABLET
BLANK	00597001101	CATAPRES 0.3 MG TABLET
BLANK	00597001314	COMBIVENT INHALER
BLANK	00597001701	PERSANTINE 25 MG TABLET
BLANK	00597001801	PERSANTINE 50 MG TABLET
BLANK	00597001901	PERSANTINE 75 MG TABLET
BLANK	00597002001	SERENTIL 10 MG TABLET
BLANK	00597002101	SERENTIL 25 MG TABLET
BLANK	00597002301	SERENTIL 100 MG TABLET
BLANK	00597002804	SERENTIL 25 MG/ML ORAL CONC
BLANK	00597002702	SERENTIL 25 MG/ML AMPUL
BLANK	00597003112	CATAPRES-TTS 1 PATCH
BLANK	00597003212	CATAPRES-TTS 2 PATCH

Privileged and Confidential Information

In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC

J/RM	NDC	DRUG NAME AND DESCRIPTION
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597003334	CATAPRES-TTS 3 PATCH
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597004601	VIRAMUNE 200 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597004060	VIRAMUNE 200 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597004661	VIRAMUNE 200 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597004724	VIRAMUNE 50 MG/5 ML SUSP
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597006601	MEXITIL 180 MG CAPSULE
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597006701	MEXITIL 200 MG CAPSULE
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597006801	MEXITIL 250 MG CAPSULE
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597007017	ALUPENT 650 MCG INHALER COMP
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597008062	ATROVENT 0.02% SOLUTION
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597008130	ATROVENT 0.03% SPRAY
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597008214	ATROVENT INHALER
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597008676	ATROVENT 0.05% SPRAY
BRISTOL MYERS SQUIBB CO	00015008241	CYTOSAN 500 MG VIAL
BRISTOL MYERS SQUIBB CO	00015008541	CYTOSAN 1 GM VIAL
BRISTOL MYERS SQUIBB CO	00015008641	CYTOSAN 2 GM VIAL
BRISTOL MYERS SQUIBB CO	00015117760	TEQUIN 200 MG TABLET
BRISTOL MYERS SQUIBB CO	00015117760	TEQUIN 200 MG TABLET
BRISTOL MYERS SQUIBB CO	00015117760	TEQUIN 400 MG TABLET
BRISTOL MYERS SQUIBB CO	00015117760	TEQUIN 400 MG TABLET
BRISTOL MYERS SQUIBB CO	00015001238	BICNU 100 MG VIAL
BRISTOL MYERS SQUIBB CO	00015001297	BICNU 100 MG VIAL
BRISTOL MYERS SQUIBB CO	00015030300	CEENU 10 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00015030320	CEENU 40 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00015030320	CEENU 100 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00015030410	CEENU DOSE PACK
BRISTOL MYERS SQUIBB CO	00015078119	VUMON 10 MG/ML AMPUL
BRISTOL MYERS SQUIBB CO	00015078597	VUMON 10 MG/ML AMPUL
BRISTOL MYERS SQUIBB CO	00015080060	LYSODREN 500 MG TABLET
BRISTOL MYERS SQUIBB CO	00015080145	VEPESID 50 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00015021330	PARAPLATIN 50 MG VIAL
BRISTOL MYERS SQUIBB CO	00015021430	PARAPLATIN 150 MG VIAL
BRISTOL MYERS SQUIBB CO	00015021630	PARAPLATIN 450 MG VIAL
BRISTOL MYERS SQUIBB CO	00015040420	ETOPHOS 100 MG VIAL
BRISTOL MYERS SQUIBB CO	00056016870	COUMADIN 4 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016875	COUMADIN 4 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016890	COUMADIN 4 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016870	COUMADIN 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016875	COUMADIN 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016890	COUMADIN 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017070	COUMADIN 2 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017075	COUMADIN 2 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017090	COUMADIN 2 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017270	COUMADIN 5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017275	COUMADIN 5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017290	COUMADIN 5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017370	COUMADIN 7.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017375	COUMADIN 7.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017470	COUMADIN 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017475	COUMADIN 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017670	COUMADIN 2.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017675	COUMADIN 2.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017690	COUMADIN 2.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018870	COUMADIN 3 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018875	COUMADIN 3 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018890	COUMADIN 3 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018970	COUMADIN 6 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018975	COUMADIN 6 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018990	COUMADIN 6 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017030	SUSTIVA 30 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00056017330	SUSTIVA 100 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00056017492	SUSTIVA 200 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00087003147	SERZONE 50 MG TABLET
BRISTOL MYERS SQUIBB CO	00087003231	SERZONE 100 MG TABLET
BRISTOL MYERS SQUIBB CO	00087003331	SERZONE 200 MG TABLET
BRISTOL MYERS SQUIBB CO	00087003631	SERZONE 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087004131	SERZONE 250 MG TABLET
BRISTOL MYERS SQUIBB CO	00087010646	MONOPRIL 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00087010685	MONOPRIL 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00087010681	POLY-VI-FLOR 0.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087017402	POLY-VI-FLOR 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00087018741	POLY-VI-FLOR 0.25 MG TAB CHW
BRISTOL MYERS SQUIBB CO	00087018841	POLY-VI-FLORARON 0.25 MG TB
BRISTOL MYERS SQUIBB CO	00087010201	CYTOSAN 500MG VIAL
BRISTOL MYERS SQUIBB CO	00087000942	MONOPRIL 20 MG TABLET
BRISTOL MYERS SQUIBB CO	00087000945	MONOPRIL 20 MG TABLET
BRISTOL MYERS SQUIBB CO	00087000985	MONOPRIL 20 MG TABLET
BRISTOL MYERS SQUIBB CO	00087120213	MONOPRIL 40 MG TABLET
BRISTOL MYERS SQUIBB CO	00087149201	MONOPRIL HCT 10/12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087149301	MONOPRIL HCT 20/12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277131	AVAPRO 75 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277132	AVAPRO 75 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277216	AVAPRO 100 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277231	AVAPRO 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277232	AVAPRO 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277236	AVAPRO 150 MG TABLET

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
BRISTOL MYERS SQUIBB CO	00081277315	AVAPRO 300 MG TABLET
BRISTOL MYERS SQUIBB CO	00081277331	AVAPRO 300 MG TABLET
BRISTOL MYERS SQUIBB CO	00081277332	AVAPRO 300 MG TABLET
BRISTOL MYERS SQUIBB CO	00081277531	AVALIDE 150-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00081277532	AVALIDE 150-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00081277831	AVALIDE 300-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00081277832	AVALIDE 300-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00081565041	STADOL NS 10 MG/ML SPRAY
BRISTOL MYERS SQUIBB CO	00081807211	GLUCOVANCE 1.25/250 MG TAB
BRISTOL MYERS SQUIBB CO	00081807311	GLUCOVANCE 2.5/500 MG TAB
BRISTOL MYERS SQUIBB CO	00081807411	GLUCOVANCE 5/500 MG TAB
BRISTOL MYERS SQUIBB CO	00081856711	VIDEX EC 125 MG CAP SA
BRISTOL MYERS SQUIBB CO	00081856717	VIDEX EC 200 MG CAP SA
BRISTOL MYERS SQUIBB CO	00081856717	VIDEX EC 250 MG CAP SA
BRISTOL MYERS SQUIBB CO	00081856717	VIDEX EC 400 MG CAP SA
BRISTOL MYERS SQUIBB CO	00081771840	CEFZIL 125 MG/5 ML SUSPENSION
BRISTOL MYERS SQUIBB CO	00081771862	CEFZIL 125 MG/5 ML SUSPENSION
BRISTOL MYERS SQUIBB CO	00081771864	CEFZIL 125 MG/5 ML SUSPENSION
BRISTOL MYERS SQUIBB CO	00081771940	CEFZIL 250 MG/5 ML SUSPENSION
BRISTOL MYERS SQUIBB CO	00081771962	CEFZIL 250 MG/5 ML SUSPENSION
BRISTOL MYERS SQUIBB CO	00081771984	CEFZIL 250 MG/5 ML SUSPENSION
BRISTOL MYERS SQUIBB CO	00081772080	CEFZIL 250 MG TABLET
BRISTOL MYERS SQUIBB CO	00081772150	CEFZIL 500 MG TABLET
BRISTOL MYERS SQUIBB CO	00081772160	CEFZIL 500 MG TABLET
BRISTOL MYERS SQUIBB CO	83653817101	PLAVIX 75 MG TABLET
BRISTOL MYERS SQUIBB CO	83653817103	PLAVIX 75 MG TABLET
BRISTOL MYERS SQUIBB CO	83653817105	PLAVIX 75 MG TABLET
BRISTOL MYERS SQUIBB CO	83653817106	PLAVIX 75 MG TABLET
DEY LP	49502050001	EPIPEN 0.3 MG AUTO-INJECTOR
DEY LP	49502050002	EPIPEN 0.3 MG AUTO-INJECTOR
DEY LP	49502050101	EPIPEN JR 0.15 MG AUTO-INJECT
DEY LP	49502050102	EPIPEN JR 0.15 MG AUTO-INJECT
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310402	PROZAC 10 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310501	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310502	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310507	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310530	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310533	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310581	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310582	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310730	PROZAC 40 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777312058	PROZAC 20 MG/5 ML SOLUTION
ELI LILLY AND CO	0000240701	QUINIDINE GLUC 80 MG/ML VIAL
ELI LILLY AND CO	00002400475	PROZAC WEEKLY 90 MG CAPSULE
ELI LILLY AND CO	00002412542	VANCOCIN HCL 125 MG PULVULE
ELI LILLY AND CO	00002412642	VANCOCIN HCL 250 MG PULVULE
ELI LILLY AND CO	00002400602	PROZAC 10 MG TABLET
ELI LILLY AND CO	00002400630	PROZAC 10 MG TABLET
ELI LILLY AND CO	00002411204	ZYPREXA 2.5 MG TABLET
ELI LILLY AND CO	00002411233	ZYPREXA 2.5 MG TABLET
ELI LILLY AND CO	00002411260	ZYPREXA 2.5 MG TABLET
ELI LILLY AND CO	00002411504	ZYPREXA 5 MG TABLET
ELI LILLY AND CO	00002411533	ZYPREXA 5 MG TABLET
ELI LILLY AND CO	00002411580	ZYPREXA 5 MG TABLET
ELI LILLY AND CO	00002411833	ZYPREXA 7.5 MG TABLET
ELI LILLY AND CO	00002411880	ZYPREXA 7.5 MG TABLET
ELI LILLY AND CO	00002411704	ZYPREXA 10 MG TABLET
ELI LILLY AND CO	00002411733	ZYPREXA 10 MG TABLET
ELI LILLY AND CO	00002411760	ZYPREXA 10 MG TABLET
ELI LILLY AND CO	00002416502	EVISTA 60 MG TABLET
ELI LILLY AND CO	00002416507	EVISTA 60 MG TABLET
ELI LILLY AND CO	00002416530	EVISTA 60 MG TABLET
ELI LILLY AND CO	00002416104	ZYPREXA 15 MG TABLET
ELI LILLY AND CO	00002416133	ZYPREXA 15 MG TABLET
ELI LILLY AND CO	00002416160	ZYPREXA 15 MG TABLET
ELI LILLY AND CO	00002416204	ZYPREXA 20 MG TABLET
ELI LILLY AND CO	00002416233	ZYPREXA 20 MG TABLET
ELI LILLY AND CO	00002416260	ZYPREXA 20 MG TABLET
ELI LILLY AND CO	00002416301	ZYPREXA ZYDIS 5 MG TABLET
ELI LILLY AND CO	00002416385	ZYPREXA ZYDIS 5 MG TABLET
ELI LILLY AND CO	00002416401	ZYPREXA ZYDIS 10 MG TABLET
ELI LILLY AND CO	00002416485	ZYPREXA ZYDIS 10 MG TABLET
ELI LILLY AND CO	00002416501	ZYPREXA ZYDIS 15 MG TAB
ELI LILLY AND CO	00002416585	ZYPREXA ZYDIS 15 MG TAB
ELI LILLY AND CO	00002416601	ZYPREXA ZYDIS 20 MG TABLET
ELI LILLY AND CO	00002416685	ZYPREXA ZYDIS 20 MG TAB
ELI LILLY AND CO	00002714001	REOPRO 2 MG/ML VIAL
ELI LILLY AND CO	00002713501	HUMATROPE 5 MG VIAL
ELI LILLY AND CO	00002713516	HUMATROPE 5 MG VIAL
ELI LILLY AND CO	00002713101	HUMALOG 100 UNITS/ML VIAL
ELI LILLY AND CO	00002713101	HUMALOG MIX 75/25 VIAL
ELI LILLY AND CO	00002716801	HUMALOG 100 UNITS/ML CARTRIDGE
ELI LILLY AND CO	00002716859	HUMALOG 100 UNITS/ML CARTRIDGE
ELI LILLY AND CO	00002716889	HUMALOG 100 UNITS/ML CARTRIDGE
ELI LILLY AND CO	00002715801	XIGRIS 5 MG VIAL
ELI LILLY AND CO	000027158101	XIGRIS 20 MG VIAL

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
ELI LILLY AND CO	00062803101	GLUCAGON 1 MG EMERGENCY KIT
ELI LILLY AND CO	00062808901	HUMATROPE 6 MG CARTRIDGE
ELI LILLY AND CO	00062808901	HUMATROPE 12 MG CARTRIDGE
ELI LILLY AND CO	00062809101	HUMATROPE 24 MG CARTRIDGE
ELI LILLY AND CO	00062850101	HUMALIN R 500 UNIT/ML VIAL
ELI LILLY AND CO	00430043514	SARAFEM 10 MG PULVULE
ELI LILLY AND CO	00430043614	SARAFEM 20 MG PULVULE
FERNDAL LABORATORIES INC	00456071603	PRAMOSONE 1% CREAM
FERNDAL LABORATORIES INC	00456071604	PRAMOSONE 1% CREAM
FERNDAL LABORATORIES INC	00456071703	PRAMOSONE 2.5% CREAM
FERNDAL LABORATORIES INC	00456071704	PRAMOSONE 2.5% CREAM
FERNDAL LABORATORIES INC	00456072604	PRAMOSONE 2.5% LOTION
FERNDAL LABORATORIES INC	00456072606	PRAMOSONE 2.5% LOTION
FERNDAL LABORATORIES INC	00456072903	PRAMOSONE 1% LOTION
FERNDAL LABORATORIES INC	00456072904	PRAMOSONE 1% LOTION
FERNDAL LABORATORIES INC	00456072906	PRAMOSONE 1% LOTION
FERNDAL LABORATORIES INC	00456078304	PRAMOSONE 1% OINTMENT
FERNDAL LABORATORIES INC	00456077704	PRAMOSONE 2.5% OINTMENT
FERNDAL LABORATORIES INC	00456077804	ANALPRAM-HC 1% CREAM
FERNDAL LABORATORIES INC	00456090004	ANALPRAM-HC 2.5% CREAM
FERNDAL LABORATORIES INC	00456092804	ANALPRAM-HC 2.5% LOTION
FERNDAL LABORATORIES INC	00456085745	CLINAC BPO 7% GEL
FIRST HORIZON PHARMACEUTICAL CORP	00310089139	SULAR 10 MG TABLET SA
FIRST HORIZON PHARMACEUTICAL CORP	00310089239	SULAR 20 MG TABLET SA
FIRST HORIZON PHARMACEUTICAL CORP	00310089339	SULAR 30 MG TABLET SA
FIRST HORIZON PHARMACEUTICAL CORP	59630042090	PRENATE ADVANCE TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59630044010	SULAR 10 MG TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59630044110	SULAR 20 MG TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59630044210	SULAR 30 MG TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59630044310	SULAR 40 MG TABLET
FOREST PHARMACEUTICALS INC	00456004001	THYROLAR-1/4 STRENGTH TAB
FOREST PHARMACEUTICALS INC	00456004501	THYROLAR-1/2 STRENGTH TAB
FOREST PHARMACEUTICALS INC	00456005001	THYROLAR-1 STRENGTH TABLET
FOREST PHARMACEUTICALS INC	00456005501	THYROLAR-2 STRENGTH TABLET
FOREST PHARMACEUTICALS INC	00456006001	THYROLAR-3 STRENGTH TABLET
FOREST PHARMACEUTICALS INC	00456045701	ARMOUR THYROID 16 MG TABLET
FOREST PHARMACEUTICALS INC	00456045800	ARMOUR THYROID 30 MG TABLET
FOREST PHARMACEUTICALS INC	00456045801	ARMOUR THYROID 30 MG TABLET
FOREST PHARMACEUTICALS INC	00456045863	ARMOUR THYROID 30 MG TABLET
FOREST PHARMACEUTICALS INC	00456045900	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456045901	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456045951	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456045963	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456048001	ARMOUR THYROID 90 MG TABLET
FOREST PHARMACEUTICALS INC	00456046100	ARMOUR THYROID 120 MG TABLET
FOREST PHARMACEUTICALS INC	00456046101	ARMOUR THYROID 120 MG TABLET
FOREST PHARMACEUTICALS INC	00456046163	ARMOUR THYROID 120 MG TABLET
FOREST PHARMACEUTICALS INC	00456046200	ARMOUR THYROID 180 MG TABLET
FOREST PHARMACEUTICALS INC	00456046201	ARMOUR THYROID 180 MG TABLET
FOREST PHARMACEUTICALS INC	00456046301	ARMOUR THYROID 240 MG TABLET
FOREST PHARMACEUTICALS INC	00456046401	ARMOUR THYROID 300 MG TABLET
FOREST PHARMACEUTICALS INC	00456052101	FLUMADINE 100 MG TABLET
FOREST PHARMACEUTICALS INC	00456052708	FLUMADINE 50 MG/5 ML SYRUP
FOREST PHARMACEUTICALS INC	00456090101	BANCAP HC CAPSULE
FOREST PHARMACEUTICALS INC	00456096301	ESGIC TABLET
FOREST PHARMACEUTICALS INC	00456096408	ELIXOPHYLLIN-KI ELIXIR
FOREST PHARMACEUTICALS INC	00456096408	ELIXOPHYLLIN GG 100/100 LIQ
FOREST PHARMACEUTICALS INC	00456096416	ELIXOPHYLLIN GG 100/100 LIQ
FOREST PHARMACEUTICALS INC	00456097099	AEROBID-M AEROSOL W/ADAPTER
FOREST PHARMACEUTICALS INC	00456097299	AEROBID AEROSOL W/ADAPTER
FOREST PHARMACEUTICALS INC	00456097801	ESGIC-PLUS TABLET
FOREST PHARMACEUTICALS INC	00456098801	TESSALON PERLE 100 MG CAP
FOREST PHARMACEUTICALS INC	00456098802	TESSALON PERLE 100 MG CAP
FOREST PHARMACEUTICALS INC	00456099801	TESSALON 200 MG CAPSULE
FOREST PHARMACEUTICALS INC	00456010001	CELEXA 10 MG TABLET
FOREST PHARMACEUTICALS INC	00456020001	CELEXA 20 MG TABLET
FOREST PHARMACEUTICALS INC	00456020503	CELEXA 20 MG TABLET
FOREST PHARMACEUTICALS INC	00456040001	CELEXA 40 MG TABLET
FOREST PHARMACEUTICALS INC	00456040603	CELEXA 40 MG TABLET
FOREST PHARMACEUTICALS INC	004560412363	CERVIDIL 10 MG VAGINAL INSERT
FOREST PHARMACEUTICALS INC	004560413008	CELEXA 10 MG/5 ML SOLUTION
FOREST PHARMACEUTICALS INC	004560430008	MONUROL 3 GM SACHET
FOREST PHARMACEUTICALS INC	00335001101	ESGIC TABLET
FOREST PHARMACEUTICALS INC	00785112001	LORCET-HD CAPSULE
FOREST PHARMACEUTICALS INC	00785112201	LORCET PLUS TABLET
FOREST PHARMACEUTICALS INC	00785112250	LORCET PLUS TABLET
FOREST PHARMACEUTICALS INC	00785112263	LORCET PLUS TABLET
FOREST PHARMACEUTICALS INC	00785335001	LORCET 10/500 TABLET
FOREST PHARMACEUTICALS INC	00785335050	LORCET 10/500 TABLET
FOREST PHARMACEUTICALS INC	00785335063	LORCET 10/500 TABLET
GENENTECH INC	50242001802	PROTOPIN 5 MG VIAL
GENENTECH INC	50242001564	PROTOPIN 5 MG VIAL
GENENTECH INC	50242001620	PROTOPIN 10 MG VIAL
GENENTECH INC	50242001686	PROTOPIN 10 MG VIAL
GENENTECH INC	50242001820	NUTROPIN 10 MG VIAL
GENENTECH INC	50242001886	NUTROPIN 5 MG VIAL

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
GENENTECH INC	50242002067	NUTROPIN 10 MG VIAL
GENENTECH INC	50242002219	NUTROPIN AQ 5 MG/ML VIAL
GENENTECH INC	50242002308	NUTROPIN AQ 5 MG/ML VIAL
GENENTECH INC	50242002608	NUTROPIN AQ 5 MG/ML VIAL
GENENTECH INC	50242002849	PROTROPIN 6 MG VIAL
GENENTECH INC	50242003050	PROTROPIN 10 MG VIAL
GENENTECH INC	50242003235	NUTROPIN DEPOT 13.5 MG KIT
GENENTECH INC	50242003249	NUTROPIN 5 MG VIAL
GENENTECH INC	50242003444	NUTROPIN DEPOT 18 MG KIT
GENENTECH INC	50242003460	NUTROPIN 10 MG VIAL
GENENTECH INC	50242003654	NUTROPIN DEPOT 22.5 MG KIT
GENENTECH INC	50242007202	NUTROPIN 5 MG VIAL
GENENTECH INC	50242010038	PULMOZYME 1 MG/ML AMPUL
GENENTECH INC	50242010040	PULMOZYME 1 MG/ML AMPUL
GENENTECH INC	50242011411	NUTROPIN AQ 5 MG/ML VIAL
GENENTECH INC	81958040101	VIREAD 300 MG TABLET
GENENTECH INC	81958050101	HEPSERA 10 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173010793	RETROVIR IV INFUSION VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173010855	RETROVIR 100 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173010856	RETROVIR 100 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173011318	RETROVIR 10 MG/ML SYRUP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173013555	WELLBUTRIN SR 150 MG TAB SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173017755	WELLBUTRIN 75 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173017855	WELLBUTRIN 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173020155	DARAPRIM 25 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173023044	DIGIBIND 38 MG VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024255	LANOXIN 125 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024256	LANOXIN 125 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024275	LANOXIN 125 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024955	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024956	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024975	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024980	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173026427	LANOXIN 50 MCG/ML ELIXIR
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173032188	VENTOLIN 90 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173032198	VENTOLIN 90 MCG INH REFILL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173033602	BECONASE 42 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034412	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034414	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034417	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034442	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034447	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173036354	ZANTAC 15 MG/ML SYRUP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038700	CEFTIN 250 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038701	CEFTIN 250 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038742	CEFTIN 250 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038879	BECONASE AQ 0.042% SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039306	ZANTAC 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039340	ZANTAC 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039347	ZANTAC 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039400	CEFTIN 500 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039401	CEFTIN 500 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039442	CEFTIN 500 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039501	CEFTIN 125 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173040600	CEFTIN 125 MG/5 ML ORAL SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173042702	ZANTAC 150 MG EFFEROSE TAB
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044200	ZOFRAN 2 MG/ML VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044600	ZOFRAN 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044602	ZOFRAN 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044604	ZOFRAN 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044700	ZOFRAN 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044702	ZOFRAN 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044704	ZOFRAN 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044801	IMITREX 8 MG/0.5 ML KIT REFL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044902	IMITREX 8 MG/0.5 ML VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173045003	IMITREX 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173045301	FLONASE 0.05% NASAL SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173045800	IMITREX 50 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046002	IMITREX 25 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046100	ZOFRAN 32 MG/50 ML BAG
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046400	SEREVENT 21 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046500	SEREVENT 21 MCG INH REFILL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046700	SEREVENT 21 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046800	BECONASE 42 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173047001	EPIVIR 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173047100	EPIVIR 10 MG/ML ORAL SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173047800	IMITREX 8 MG/0.5 ML KIT REFL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173047900	IMITREX 8 MG/0.5 ML SYRNG KIT
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173048900	ZOFRAN 4 MG/5 ML ORAL SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049100	FLOVENT 44 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049400	FLOVENT 110 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049500	FLOVENT 220 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049700	FLOVENT 44 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049800	FLOVENT 110 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049900	FLOVENT 220 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173050100	RETROVIR 300 MG TABLET

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173050400	FLOVENT 250 MCG ROTADISK
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173050600	FLOVENT 100 MCG ROTADISK
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173051100	FLOVENT 50 MCG ROTADISK
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173051700	FLOLAN 0.5 MG VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173051800	DILUENT FOR FLOLAN VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173082000	SEREVENT DISKUS 50 MCG
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173082100	SEREVENT DISKUS 60 MCG
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173082300	IMITREX 20 MG NASAL SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173082400	IMITREX 5 MG NASAL SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173082800	LAMICTAL 5 MG DISPER TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173082700	LAMICTAL 25 MG DISPER TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173084700	MEPRON 750 MG/5 ML SUSPENSION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173085400	CEFTIN 250 MG/5 ML ORAL SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173085500	CEFTIN 250 MG/5 ML ORAL SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173085601	ZYBAN 150 MG TABLET SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173085602	ZYBAN 150 MG TABLET SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173085610	AMERGE 1 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173086200	AMERGE 2.5 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173086602	VALTREX 1 GM CAPLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173088900	ZOFRAN ODT 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173087000	ZOFRAN ODT 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173087004	ZOFRAN ODT 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173089500	COMBIVIR TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173089502	COMBIVIR TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173083302	LAMICTAL 25 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173083335	LEUKERAN 2 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173084255	LAMICTAL 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173084360	LAMICTAL 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173084460	LAMICTAL 200 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173085801	NAVELBINE 10 MG/ML VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173085844	NAVELBINE 10 MG/ML VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173086100	ZIAGEN 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173086101	ZIAGEN 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173086200	EPIVIR HBV 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173086300	EPIVIR HBV 25 MG/5 ML SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173086400	ZIAGEN 20 MG/ML SOLUTION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173086518	MEPRON 750 MG/5 ML SUSPENSION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173087200	AGENERASE 150 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173087501	MALARONE 250-100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173087801	MALARONE 62.5-25 MG PED TAB
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173087800	AGENERASE 60 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173088000	ZOFRAN 24 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173088101	RELENZA 8 MG DISKHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173088700	AGENERASE 15 MG/ML ORAL SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173089100	TRIZVIR TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173089300	ADVAIR 100/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173089502	ADVAIR 100/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173089600	ADVAIR 250/60 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173089602	ADVAIR 250/60 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173089700	ADVAIR 500/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173089702	ADVAIR 500/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173091325	MYLERAN 2 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173088025	THIOGUANINE TABLOID 40 MG TB
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173093303	VALTREX 500 MG CAPLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173093356	VALTREX 500 MG CAPLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173094555	ZOVIRAX 200 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173094755	WELLBUTRIN SR 100 MG TAB SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173094955	ZOVIRAX 400 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173095201	ZOVIRAX 1,000 MG VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173095396	ZOVIRAX 200 MG/5 ML SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173098188	ZOVIRAX 200 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173098160	ZOVIRAX 200 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173098501	ZOVIRAX 300 MG VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	57844052207	PURINETHOL 50 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	57844052252	PURINETHOL 50 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	58972030101	ALKERAN 50 MG VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	58972030250	ALKERAN 2 MG TABLET
HAWTHORN PHARMACEUTICALS	63717057604	DYTAN-D SUSPENSION
HOECHST ROUSSEL PHARMACEUTICALS DIV	00039005008	DIABETA 1.25MG TABLET
HOFFMANN LA ROCHE INC	00004002828	NAPROSYN 125 MG/5 ML SUSPEN
HOFFMANN LA ROCHE INC	00004003822	VALCYTE 450 MG TABLET
HOFFMANN LA ROCHE INC	00004005801	KLONOPIN 1 MG TABLET
HOFFMANN LA ROCHE INC	00004006801	KLONOPIN 0.5 MG TABLET
HOFFMANN LA ROCHE INC	00004006801	KLONOPIN 2 MG TABLET
HOFFMANN LA ROCHE INC	00004012181	BUMEX 1 MG TABLET
HOFFMANN LA ROCHE INC	00004012111	BUMEX 1 MG TABLET
HOFFMANN LA ROCHE INC	00004012114	BUMEX 1 MG TABLET
HOFFMANN LA ROCHE INC	00004012601	BUMEX 0.5 MG TABLET
HOFFMANN LA ROCHE INC	00004012611	BUMEX 0.5 MG TABLET
HOFFMANN LA ROCHE INC	00004014301	ROCALTROL 0.25 MCG CAPSULE
HOFFMANN LA ROCHE INC	00004014323	ROCALTROL 0.25 MCG CAPSULE
HOFFMANN LA ROCHE INC	00004014401	ROCALTROL 0.5 MCG CAPSULE
HOFFMANN LA ROCHE INC	00004016103	FANSIDAR 500/25 TABLET
HOFFMANN LA ROCHE INC	00004018201	BUMEX 2 MG TABLET
HOFFMANN LA ROCHE INC	00004018211	BUMEX 2 MG TABLET
HOFFMANN LA ROCHE INC	00004018851	VERSED 10 MG/5 ML SYRUP

Privileged and Confidential Information

In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC

FIRM	NDC	DRUG NAME AND DESCRIPTION
HOFFMANN LA ROCHE INC	00004017202	LARIAM 250 MG TABLET
HOFFMANN LA ROCHE INC	00004018022	CARDENE SR 30 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018091	CARDENE SR 30 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018122	CARDENE SR 45 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018191	CARDENE SR 45 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018227	CARDENE SR 60 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018301	CARDENE 20 MG CAPSULE
HOFFMANN LA ROCHE INC	00004018401	CARDENE 30 MG CAPSULE
HOFFMANN LA ROCHE INC	00004022001	HIVID 0.375 MG TABLET
HOFFMANN LA ROCHE INC	00004022101	HIVID 0.750 MG TABLET
HOFFMANN LA ROCHE INC	00004023909	KYTRIL 1 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004024009	KYTRIL 1 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004024515	INVIRASE 200 MG CAPSULE
HOFFMANN LA ROCHE INC	00004024649	FORTOVASE 200 MG SOFTGEL CAP
HOFFMANN LA ROCHE INC	00004025001	VESANOID 10 MG CAPSULE
HOFFMANN LA ROCHE INC	00004025852	XENICAL 120 MG CAPSULE
HOFFMANN LA ROCHE INC	00004025901	CELLCEPT 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00004026908	CELLCEPT 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00004026943	CELLCEPT 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00004028001	CELLCEPT 500 MG TABLET
HOFFMANN LA ROCHE INC	00004028043	CELLCEPT 500 MG TABLET
HOFFMANN LA ROCHE INC	00004028128	CELLCEPT 200 MG/ML ORAL SUSP
HOFFMANN LA ROCHE INC	00004028201	DEMADEX 5 MG TABLET
HOFFMANN LA ROCHE INC	00004028249	DEMADEX 5 MG TABLET
HOFFMANN LA ROCHE INC	00004028301	DEMADEX 10 MG TABLET
HOFFMANN LA ROCHE INC	00004028349	DEMADEX 10 MG TABLET
HOFFMANN LA ROCHE INC	00004028401	DEMADEX 20 MG TABLET
HOFFMANN LA ROCHE INC	00004028449	DEMADEX 20 MG TABLET
HOFFMANN LA ROCHE INC	00004028501	DEMADEX 100 MG TABLET
HOFFMANN LA ROCHE INC	00004028649	DEMADEX 100 MG TABLET
HOFFMANN LA ROCHE INC	00004028706	DEMADEX 10 MG/ML AMPUL
HOFFMANN LA ROCHE INC	00004028808	DEMADEX 10 MG/ML AMPUL
HOFFMANN LA ROCHE INC	00004028948	CYTOVENE 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00004027301	TORADOL 10 MG TABLET
HOFFMANN LA ROCHE INC	00004027848	CYTOVENE 500 MG CAPSULE
HOFFMANN LA ROCHE INC	00004028867	SORIATANE 10 MG CAPSULE
HOFFMANN LA ROCHE INC	00004028909	CELLCEPT 500 MG VIAL
HOFFMANN LA ROCHE INC	00004050189	ZENAPAX 5 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004080085	TAMFLU 75 MG GELCAP
HOFFMANN LA ROCHE INC	00004081085	TAMFLU ORAL SUSPENSION
HOFFMANN LA ROCHE INC	00004100328	GANTHRISIN PED 500 MG/5 ML SUS
HOFFMANN LA ROCHE INC	00004110051	XELODA 150 MG TABLET
HOFFMANN LA ROCHE INC	00004110116	XELODA 500 MG TABLET
HOFFMANN LA ROCHE INC	00004194801	VERSED 5 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004196201	ROCEPHIN 250 MG VIAL
HOFFMANN LA ROCHE INC	00004196202	ROCEPHIN 250 MG VIAL
HOFFMANN LA ROCHE INC	00004196301	ROCEPHIN 500 MG VIAL
HOFFMANN LA ROCHE INC	00004196302	ROCEPHIN 500 MG VIAL
HOFFMANN LA ROCHE INC	00004196401	ROCEPHIN 1 GM VIAL
HOFFMANN LA ROCHE INC	00004196402	ROCEPHIN 1 GM PIGGYBACK
HOFFMANN LA ROCHE INC	00004196464	ROCEPHIN 1 GM VIAL
HOFFMANN LA ROCHE INC	00004196405	ROCEPHIN ADD-VANTAGE 1 GM VIAL
HOFFMANN LA ROCHE INC	00004196501	ROCEPHIN 2 GM VIAL
HOFFMANN LA ROCHE INC	00004196502	ROCEPHIN 2 GM PIGGYBACK
HOFFMANN LA ROCHE INC	00004196505	ROCEPHIN ADD-VANTAGE 2 GM VIAL
HOFFMANN LA ROCHE INC	00004197101	ROCEPHIN 10 GM VIAL
HOFFMANN LA ROCHE INC	00004197301	VERSED 5 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004197401	VERSED 5 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004197501	VERSED 5 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004199806	VERSED 1 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004199801	VERSED 1 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004200008	VERSED 1 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004201108	ROFERON-A 6MM UNITS/ML VIAL
HOFFMANN LA ROCHE INC	00004201209	ROFERON-A 36MM UNITS/ML VIAL
HOFFMANN LA ROCHE INC	00004201507	ROFERON-A 3MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	00004201509	ROFERON-A 3MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	00004201807	ROFERON-A 6MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	00004201809	ROFERON-A 6MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	00004201707	ROFERON-A 6MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	00004201709	ROFERON-A 6MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	00004292001	TASMAR 100 MG TABLET
HOFFMANN LA ROCHE INC	00004292191	TASMAR 200 MG TABLET
HOFFMANN LA ROCHE INC	00004292021	ANAPROX 275 MG TABLET
HOFFMANN LA ROCHE INC	00004293104	NAPROSYN 500 MG TABLET
HOFFMANN LA ROCHE INC	00004293114	NAPROSYN 375 MG TABLET
HOFFMANN LA ROCHE INC	000042931301	NAPROSYN 250 MG TABLET
HOFFMANN LA ROCHE INC	000042441601	EC-NAPROSYN 375 MG TABLET EC
HOFFMANN LA ROCHE INC	000042441601	EC-NAPROSYN 500 MG TABLET EC
HOFFMANN LA ROCHE INC	00004292506	TORADOL 10/ML 15 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004292606	TORADOL 10/ML 30 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004292709	TORADOL 30 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004294003	CYTOVENE 500 MG VIAL
HOFFMANN LA ROCHE INC	000042911500	ROCALTROL 1 MG/ML ORAL SOLN
HOFFMANN LA ROCHE INC	00140000401	VALIUM 2 MG TABLET
HOFFMANN LA ROCHE INC	00140000501	VALIUM 5 MG TABLET
HOFFMANN LA ROCHE INC	00140000514	VALIUM 5 MG TABLET

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
HOFFMANN LA ROCHE INC	0014000801	VALIUM 10 MG TABLET
HOFFMANN LA ROCHE INC	0014000814	VALIUM 10 MG TABLET
HOFFMANN LA ROCHE INC	03030009125	SORIATANE 25 MG CAPSULE
HOLLISTER STIER LABORATORIES LLC	65040994005	HONEY BEE VENOM PROTEIN VL
HOLLISTER STIER LABORATORIES LLC	65040994008	HONEY BEE VENOM PROTEIN VL
HOLLISTER STIER LABORATORIES LLC	65040994105	WHITE-FACED HORNET VENOM VL
HOLLISTER STIER LABORATORIES LLC	65040994106	WHITE-FACED HORNET VIAL
HOLLISTER STIER LABORATORIES LLC	65040994203	YELLOW-HORNET VENOM VIAL
HOLLISTER STIER LABORATORIES LLC	65040994305	WASP VENOM PROTEIN VIAL
HOLLISTER STIER LABORATORIES LLC	65040994306	WASP VENOM PROTEIN VIAL
HOLLISTER STIER LABORATORIES LLC	65040994406	YELLOW JACKET VENOM VIAL
HOLLISTER STIER LABORATORIES LLC	65040994408	YELLOW JACKET VENOM VIAL
HOLLISTER STIER LABORATORIES LLC	65040994505	MIXED VESPID VENOM VIAL
HOLLISTER STIER LABORATORIES LLC	65040994506	MIXED VESPID VENOM VIAL
HOLLISTER STIER LABORATORIES LLC	6504099703	PRE-PEN 0.25 MG AMPUL
HOSPIRA INC	50415018601	MAGNEVIST VIAL
HOSPIRA INC	50415018616	MAGNEVIST VIAL
JOHNSON & JOHNSON GROUP	00040006555	LEVAQUIN I.V. 25 MG/ML VIAL
JOHNSON & JOHNSON GROUP	00040006601	LEVAQUIN I.V. MINIBAG
JOHNSON & JOHNSON GROUP	00040006704	LEVAQUIN 250 MG/50 ML D5W
JOHNSON & JOHNSON GROUP	00040006801	LEVAQUIN 500 MG/100 ML D5W
JOHNSON & JOHNSON GROUP	00040006851	LEVAQUIN 25 MG/ML VIAL
JOHNSON & JOHNSON GROUP	00040026301	HALDOL DECANOATE 50 AMPUL
JOHNSON & JOHNSON GROUP	00040026303	HALDOL DECANOATE 50 AMPUL
JOHNSON & JOHNSON GROUP	00040026346	HALDOL DECANOATE 50 VIAL
JOHNSON & JOHNSON GROUP	000400265414	HALDOL DECANOATE 100 AMPUL
JOHNSON & JOHNSON GROUP	000400265446	HALDOL DECANOATE 100 VIAL
JOHNSON & JOHNSON GROUP	000400265501	HALDOL 5 MG/ML AMPUL
JOHNSON & JOHNSON GROUP	000400265549	HALDOL 5 MG/ML VIAL
JOHNSON & JOHNSON GROUP	00040032580	PARAFON FORTE DSC 600 MG CPT
JOHNSON & JOHNSON GROUP	00040034180	PANCREAZE MT 4 CAPSULE EC
JOHNSON & JOHNSON GROUP	00040034260	PANCREAZE MT 10 CAPSULE EC
JOHNSON & JOHNSON GROUP	00040034360	PANCREAZE MT 18 CAPSULE EC
JOHNSON & JOHNSON GROUP	00040034680	PANCREAZE MT 20 CAPSULE EC
JOHNSON & JOHNSON GROUP	00040041400	TOLECTIN DS 400 MG CAPSULE
JOHNSON & JOHNSON GROUP	00040041860	TOLECTIN 600 MG TABLET
JOHNSON & JOHNSON GROUP	00040060816	TYLENOL W/COCAINE ELIXIR
JOHNSON & JOHNSON GROUP	00040061360	TYLENOL W/COCAINE #3 TABLET
JOHNSON & JOHNSON GROUP	00040061370	TYLENOL W/COCAINE #3 TABLET
JOHNSON & JOHNSON GROUP	00040061372	TYLENOL W/COCAINE #3 TABLET
JOHNSON & JOHNSON GROUP	00040061373	TYLENOL W/COCAINE #3 TABLET
JOHNSON & JOHNSON GROUP	00040061380	TYLENOL W/COCAINE #3 TABLET
JOHNSON & JOHNSON GROUP	00040061560	TYLENOL W/COCAINE #4 TABLET
JOHNSON & JOHNSON GROUP	00040061570	TYLENOL W/COCAINE #4 TABLET
JOHNSON & JOHNSON GROUP	00040062660	TYLOX 5/500 CAPSULE
JOHNSON & JOHNSON GROUP	00040062678	TYLOX 5/500 CAPSULE
JOHNSON & JOHNSON GROUP	00040063965	TOPAMAX 25 MG TABLET
JOHNSON & JOHNSON GROUP	00040064185	TOPAMAX 100 MG TABLET
JOHNSON & JOHNSON GROUP	00040064285	TOPAMAX 200 MG TABLET
JOHNSON & JOHNSON GROUP	00040064585	TOPAMAX 25 MG SPRINKLE CAP
JOHNSON & JOHNSON GROUP	00040064785	TOPAMAX 15 MG SPRINKLE CAP
JOHNSON & JOHNSON GROUP	00040065010	ULTRACET TABLET
JOHNSON & JOHNSON GROUP	00040065060	ULTRACET TABLET
JOHNSON & JOHNSON GROUP	00040065910	ULTRAM 50 MG TABLET
JOHNSON & JOHNSON GROUP	00040065960	ULTRAM 50 MG TABLET
JOHNSON & JOHNSON GROUP	00040065970	ULTRAM 50 MG TABLET
JOHNSON & JOHNSON GROUP	00040068233	VASCOR 200 MG TABLET
JOHNSON & JOHNSON GROUP	00040068333	VASCOR 300 MG TABLET
JOHNSON & JOHNSON GROUP	00040061015	REGANEX 0.01% GEL
JOHNSON & JOHNSON GROUP	00040062010	LEVAQUIN 250 MG TABLET
JOHNSON & JOHNSON GROUP	00040062050	LEVAQUIN 250 MG TABLET
JOHNSON & JOHNSON GROUP	00040062610	LEVAQUIN 500 MG TABLET
JOHNSON & JOHNSON GROUP	00040062550	LEVAQUIN 500 MG TABLET
JOHNSON & JOHNSON GROUP	00040063010	LEVAQUIN 750 MG TABLET
JOHNSON & JOHNSON GROUP	00040063050	LEVAQUIN 750 MG TABLET
JOHNSON & JOHNSON GROUP	00062007607	RETIN-A 0.05% LIQUID
JOHNSON & JOHNSON GROUP	00062007601	RETIN-A 0.025% CREAM
JOHNSON & JOHNSON GROUP	00062007602	RETIN-A 0.025% CREAM
JOHNSON & JOHNSON GROUP	00062007612	RETIN-A 0.05% CREAM
JOHNSON & JOHNSON GROUP	00062007613	RETIN-A 0.05% CREAM
JOHNSON & JOHNSON GROUP	00062008503	RENOVA 0.05% CREAM
JOHNSON & JOHNSON GROUP	00062008505	RENOVA 0.05% CREAM
JOHNSON & JOHNSON GROUP	00062008702	RENOVA 0.02% CREAM
JOHNSON & JOHNSON GROUP	00062009002	RETIN-A MICRO 0.1% GEL
JOHNSON & JOHNSON GROUP	00062009003	RETIN-A MICRO 0.1% GEL
JOHNSON & JOHNSON GROUP	00062009604	GRIFULVIN V 125 MG/5 ML SUSP
JOHNSON & JOHNSON GROUP	00062007601	RETIN-A 0.1% CREAM
JOHNSON & JOHNSON GROUP	00062007623	RETIN-A 0.1% CREAM
JOHNSON & JOHNSON GROUP	00062007642	RETIN-A 0.025% GEL
JOHNSON & JOHNSON GROUP	00062007645	RETIN-A 0.025% GEL
JOHNSON & JOHNSON GROUP	00062007644	RETIN-A 0.01% GEL
JOHNSON & JOHNSON GROUP	00062007646	RETIN-A 0.01% GEL
JOHNSON & JOHNSON GROUP	00062105001	ERYCETTE 2% PLEDGETS
JOHNSON & JOHNSON GROUP	00062103215	ORTHO-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00062103720	ORTHO-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00062104002	FLOXIN 200 MG TABLET

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
JOHNSON & JOHNSON GROUP	00082154102	FLOXIN 300 MG TABLET
JOHNSON & JOHNSON GROUP	00082154201	FLOXIN 400 MG TABLET
JOHNSON & JOHNSON GROUP	00082171415	MODICON 28 TABLET
JOHNSON & JOHNSON GROUP	00082175115	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	00082177115	ORTHO-NOVUM 10/11-28 TABLET
JOHNSON & JOHNSON GROUP	00082178115	ORTHO-NOVUM 7/7/7-28 TABLET
JOHNSON & JOHNSON GROUP	00082178120	ORTHO-NOVUM 7/7/7-28 TABLET
JOHNSON & JOHNSON GROUP	00082178122	ORTHO-NOVUM 7/7/7-28 TABLET
JOHNSON & JOHNSON GROUP	00082178615	ORTHO-CEPT 28 DAY TABLET
JOHNSON & JOHNSON GROUP	00082180115	ORTHO-CYCLEN 28 TABLET
JOHNSON & JOHNSON GROUP	00082180315	ORTHO TR-CYCLEN 28 TABLET
JOHNSON & JOHNSON GROUP	00082535001	TERAZOL 7 CREAM
JOHNSON & JOHNSON GROUP	00082535101	TERAZOL 3.80 MG SUPPOSITORY
JOHNSON & JOHNSON GROUP	00082535601	TERAZOL 3 CREAM
JOHNSON & JOHNSON GROUP	00082543481	MONISTAT-DEMA 2% CREAM
JOHNSON & JOHNSON GROUP	00082543402	MONISTAT-DEMA 2% CREAM
JOHNSON & JOHNSON GROUP	00082543403	MONISTAT-DEMA 2% CREAM
JOHNSON & JOHNSON GROUP	00082543701	MONISTAT 3 200 MG VAG SUPP
JOHNSON & JOHNSON GROUP	00082546001	SPECTAZOLE 1% CREAM
JOHNSON & JOHNSON GROUP	00082548002	SPECTAZOLE 1% CREAM
JOHNSON & JOHNSON GROUP	00082548003	SPECTAZOLE 1% CREAM
JOHNSON & JOHNSON GROUP	00101133207	ORTHO-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00101133227	ORTHO-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00101171427	MODICON 28 TABLET
JOHNSON & JOHNSON GROUP	00101178104	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	00101178107	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	00101178127	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	17314283603	TESTODERM 6 MG/24HR PATCH
JOHNSON & JOHNSON GROUP	17314600803	TESTODERM 4 MG/24HR PATCH
JOHNSON & JOHNSON GROUP	17314600903	TESTODERM 6 MG/24HR PATCH
JOHNSON & JOHNSON GROUP	17314920001	DITROPAN 5 MG TABLET
JOHNSON & JOHNSON GROUP	17314920002	DITROPAN 5 MG TABLET
JOHNSON & JOHNSON GROUP	17314920003	DITROPAN 5 MG TABLET
JOHNSON & JOHNSON GROUP	17314920104	DITROPAN 5 MG/5 ML SYRUP
JOHNSON & JOHNSON GROUP	17314922001	URISAP 100 MG TABLET
JOHNSON & JOHNSON GROUP	17314930001	ELMIRON 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	17314932001	POLYCITRA-K CRYSTALS PACKET
JOHNSON & JOHNSON GROUP	17314932101	POLYCITRA-K SOLUTION
JOHNSON & JOHNSON GROUP	17314932201	POLYCITRA SYRUP
JOHNSON & JOHNSON GROUP	17314932301	POLYCITRA-LC SOLUTION S/F
JOHNSON & JOHNSON GROUP	17314933001	BICITRA SOLUTION
JOHNSON & JOHNSON GROUP	17314940001	MYCELEX 10 MG TROCHE
JOHNSON & JOHNSON GROUP	17314940002	MYCELEX 10 MG TROCHE
JOHNSON & JOHNSON GROUP	17314940003	MYCELEX 10 MG TROCHE
JOHNSON & JOHNSON GROUP	50458020305	DURAGESIC 25 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458020305	DURAGESIC 50 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458020305	DURAGESIC 75 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458020305	DURAGESIC 100 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458022010	NIZORAL 200 MG TABLET
JOHNSON & JOHNSON GROUP	50458022115	NIZORAL 2% CREAM
JOHNSON & JOHNSON GROUP	50458022130	NIZORAL 2% CREAM
JOHNSON & JOHNSON GROUP	50458022160	NIZORAL 2% CREAM
JOHNSON & JOHNSON GROUP	50458022304	NIZORAL 2% SHAMPOO
JOHNSON & JOHNSON GROUP	50458027036	ERGAMISOL 50MG TABLET
JOHNSON & JOHNSON GROUP	50458029001	SPORANOX 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	50458029004	SPORANOX 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	50458029028	SPORANOX 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	50458029515	SPORANOX 10 MG/ML SOLUTION
JOHNSON & JOHNSON GROUP	50458029801	SPORANOX 250 MG KIT
JOHNSON & JOHNSON GROUP	50458030001	RISPERDAL 1 MG TABLET
JOHNSON & JOHNSON GROUP	50458030006	RISPERDAL 1 MG TABLET
JOHNSON & JOHNSON GROUP	50458030050	RISPERDAL 1 MG TABLET
JOHNSON & JOHNSON GROUP	50458030104	RISPERDAL 0.25 MG TABLET
JOHNSON & JOHNSON GROUP	50458030150	RISPERDAL 0.25 MG TABLET
JOHNSON & JOHNSON GROUP	50458030206	RISPERDAL 0.5 MG TABLET
JOHNSON & JOHNSON GROUP	50458030250	RISPERDAL 0.5 MG TABLET
JOHNSON & JOHNSON GROUP	50458030503	RISPERDAL 1 MG/ML SOLUTION
JOHNSON & JOHNSON GROUP	50458032001	RISPERDAL 2 MG TABLET
JOHNSON & JOHNSON GROUP	50458032005	RISPERDAL 2 MG TABLET
JOHNSON & JOHNSON GROUP	50458032050	RISPERDAL 2 MG TABLET
JOHNSON & JOHNSON GROUP	50458033001	RISPERDAL 3 MG TABLET
JOHNSON & JOHNSON GROUP	50458033006	RISPERDAL 3 MG TABLET
JOHNSON & JOHNSON GROUP	50458033050	RISPERDAL 3 MG TABLET
JOHNSON & JOHNSON GROUP	50458035001	RISPERDAL 4 MG TABLET
JOHNSON & JOHNSON GROUP	50458035006	RISPERDAL 4 MG TABLET
JOHNSON & JOHNSON GROUP	50458039000	REMINYL 4 MG TABLET
JOHNSON & JOHNSON GROUP	50458039160	REMINYL 8 MG TABLET
JOHNSON & JOHNSON GROUP	50458039260	REMINYL 12 MG TABLET
JOHNSON & JOHNSON GROUP	50458039910	REMINYL 4 MG/ML ORAL SOL
JOHNSON & JOHNSON GROUP	59876010101	ORTHOCLONE OMT-3 6 MG/6 ML
JOHNSON & JOHNSON GROUP	59876020101	LEUSTATIN 1 MG/ML VIAL
JOHNSON & JOHNSON GROUP	59876032001	PROCRIT 20,000 UNITS/ML VIAL
JOHNSON & JOHNSON GROUP	59876034001	PROCRIT 40,000 UNITS/ML VIAL
JOHNSON & JOHNSON GROUP	82856024330	ACIPHEX 20 MG TABLET EC
JOHNSON & JOHNSON GROUP	82856024341	ACIPHEX 20 MG TABLET EC
JOHNSON & JOHNSON GROUP	82856024390	ACIPHEX 20 MG TABLET EC

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
KOS PHARMACEUTICALS INC	60598000101	NIASPAN 600 MG TABLET SA
KOS PHARMACEUTICALS INC	60598000201	NIASPAN 750 MG TABLET SA
KOS PHARMACEUTICALS INC	60598000301	NIASPAN 1,000 MG TABLET SA
KOS PHARMACEUTICALS INC	60598000800	ADVICOR 500 MG/20 MG TABLET
KOS PHARMACEUTICALS INC	60598000800	ADVICOR 1,000 MG/20 MG TABLET
MCR AMERICAN PHARMACEUTICALS INC	58605051301	ALLFEN 1,000 MG TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58605051401	MAJFED-G TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58605052001	MAJFED 700/80 TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58605052101	ALLFEN-DM TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58605052601	MAJFED DM TABLET SA
MEDICIS DERMATOLOGICS INC	99207001960	A/T/S 2% TOPICAL SOLUTION
MERCK AND CO INC	00006001828	PRINIVL 2.5 MG TABLET
MERCK AND CO INC	00006001531	PRINIVL 2.5 MG TABLET
MERCK AND CO INC	00006001558	PRINIVL 2.5 MG TABLET
MERCK AND CO INC	00006001528	PRINIVL 5 MG TABLET
MERCK AND CO INC	00006001358	PRINIVL 5 MG TABLET
MERCK AND CO INC	00006001972	PRINIVL 5 MG TABLET
MERCK AND CO INC	00006001982	PRINIVL 5 MG TABLET
MERCK AND CO INC	00006001988	PRINIVL 5 MG TABLET
MERCK AND CO INC	00006001987	PRINIVL 5 MG TABLET
MERCK AND CO INC	00006001894	PRINIVL 5 MG TABLET
MERCK AND CO INC	00006010828	PRINIVL 10 MG TABLET
MERCK AND CO INC	00006010831	PRINIVL 10 MG TABLET
MERCK AND CO INC	00006010858	PRINIVL 10 MG TABLET
MERCK AND CO INC	00006010872	PRINIVL 10 MG TABLET
MERCK AND CO INC	00006010882	PRINIVL 10 MG TABLET
MERCK AND CO INC	00006010687	PRINIVL 10 MG TABLET
MERCK AND CO INC	00006010894	PRINIVL 10 MG TABLET
MERCK AND CO INC	000060114031	PRINIZIDE 20/12.5 TABLET
MERCK AND CO INC	000060114058	PRINIZIDE 20/12.5 TABLET
MERCK AND CO INC	000060114231	PRINIZIDE 20/25 TABLET
MERCK AND CO INC	000060114258	PRINIZIDE 20/25 TABLET
MERCK AND CO INC	000060114531	PRINIZIDE 10/12.5 TABLET
MERCK AND CO INC	000060114558	PRINIZIDE 10/12.5 TABLET
MERCK AND CO INC	00006020728	PRINIVL 20 MG TABLET
MERCK AND CO INC	00006020731	PRINIVL 20 MG TABLET
MERCK AND CO INC	00006020758	PRINIVL 20 MG TABLET
MERCK AND CO INC	00006020772	PRINIVL 20 MG TABLET
MERCK AND CO INC	00006020782	PRINIVL 20 MG TABLET
MERCK AND CO INC	00006020787	PRINIVL 20 MG TABLET
MERCK AND CO INC	00006020794	PRINIVL 20 MG TABLET
MERCK AND CO INC	00006023768	PRINIVL 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005110	DIABETA 2.5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005111	DIABETA 2.5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005130	DIABETA 2.5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005210	DIABETA 6 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005211	DIABETA 6 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005250	DIABETA 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005270	DIABETA 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005305	DIABETA 1.25 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006011	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006013	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006050	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006070	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006605	LASIX 80 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006860	LASIX 80 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006710	LASIX 20 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006750	LASIX 20 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006770	LASIX 20 MG TABLET
MERRELL PHARMACEUTICALS INC	00039007810	TRENTAL 400 MG TABLET SA
MERRELL PHARMACEUTICALS INC	00039007811	TRENTAL 400 MG TABLET SA
MERRELL PHARMACEUTICALS INC	00039022110	AMARYL 1 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022210	AMARYL 2 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022211	AMARYL 2 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022310	AMARYL 4 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022311	AMARYL 4 MG TABLET
MERRELL PHARMACEUTICALS INC	00068000701	NORPRAMIN 10 MG TABLET
MERRELL PHARMACEUTICALS INC	00068001101	NORPRAMIN 25 MG TABLET
MERRELL PHARMACEUTICALS INC	00068001501	NORPRAMIN 50 MG TABLET
MERRELL PHARMACEUTICALS INC	00068001901	NORPRAMIN 75 MG TABLET
MERRELL PHARMACEUTICALS INC	00068002001	NORPRAMIN 100 MG TABLET
MERRELL PHARMACEUTICALS INC	00068002150	NORPRAMIN 150 MG TABLET
MERRELL PHARMACEUTICALS INC	00068003701	CANTA 25 MG TABLET
MERRELL PHARMACEUTICALS INC	00068022630	CLOMID 60 MG TABLET
MERRELL PHARMACEUTICALS INC	00068027781	HIPREX 1 GM TABLET
MERRELL PHARMACEUTICALS INC	00068030630	RIFADIN 300 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00068030860	RIFADIN 300 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00068030861	RIFADIN 300 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00068030900	RIFAMATE CAPSULE
MERRELL PHARMACEUTICALS INC	00068051030	RIFADIN 150 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00068059701	RIFADIN IV 800 MG VIAL
MERRELL PHARMACEUTICALS INC	00068068761	TENUATE 25 MG TABLET
MERRELL PHARMACEUTICALS INC	00068069661	TENUATE DOSPAN 75 MG TAB SA
MERRELL PHARMACEUTICALS INC	00068069862	TENUATE DOSPAN 75 MG TAB SA
MERRELL PHARMACEUTICALS INC	00075008037	AZMACORT INHALER
MERRELL PHARMACEUTICALS INC	00075008543	NASACORT NASAL INHALER

Privileged and Confidential Information

Page 13

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
MERRELL PHARMACEUTICALS INC	00075150616	NASACORT AQ NASAL SPRAY
MERRELL PHARMACEUTICALS INC	00080057641	RIFATER TABLET
MERRELL PHARMACEUTICALS INC	00080109047	ALLEGRA-D TABLET SA
MERRELL PHARMACEUTICALS INC	00080107049	ALLEGRA-D TABLET SA
MERRELL PHARMACEUTICALS INC	00080107055	ALLEGRA-D TABLET SA
MERRELL PHARMACEUTICALS INC	00080110847	ALLEGRA 30 MG TABLET
MERRELL PHARMACEUTICALS INC	00080110747	ALLEGRA 80 MG TABLET
MERRELL PHARMACEUTICALS INC	00080110847	ALLEGRA 180 MG TABLET
MERRELL PHARMACEUTICALS INC	00080111114	NILANDRON 160 MG TABLET
MERRELL PHARMACEUTICALS INC	00080120532	ANZENET 20 MG/ML VIAL
MERRELL PHARMACEUTICALS INC	00080210003	PRIFTIN 150 MG TABLET
MERRELL PHARMACEUTICALS INC	00080216030	ARAYA 10 MG TABLET
MERRELL PHARMACEUTICALS INC	00080216130	ARAYA 20 MG TABLET
MERRELL PHARMACEUTICALS INC	00580067302	INTAL NEBULIZER SOLUTION
MERRELL PHARMACEUTICALS INC	00580067303	INTAL NEBULIZER SOLUTION
MERRELL PHARMACEUTICALS INC	00780001114	INTAL INHALER
MONARCH PHARMACEUTICALS INC	61570012563	PREFEST TABLET
NOVARTIS PHARMACEUTICALS CORP	00020003601	LOPRESSOR HCT 50/25 TABLET
NOVARTIS PHARMACEUTICALS CORP	00020005101	LOPRESSOR 80 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00020005110	LOPRESSOR 50 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00020006301	LOPRESSOR HCT 100/75 TABLET
NOVARTIS PHARMACEUTICALS CORP	00020005801	VOLTAREN 25MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00020007101	LOPRESSOR 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00020007110	LOPRESSOR 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00020007181	LOPRESSOR 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00020007301	LOPRESSOR HCT 100/50 TABLET
NOVARTIS PHARMACEUTICALS CORP	00020010801	LAMPRENE 80 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00020015101	CATAFLAM 50 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00020016201	VOLTAREN 50MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00020016401	VOLTAREN 75MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00020020501	VOLTAREN-XR 100 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00020025801	VOLTAREN 25 MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00020026201	VOLTAREN 50 MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00020026401	VOLTAREN 75 MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00020020133	LOPRESSOR 1 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00070001705	PARLODEL 2.5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070001715	PARLODEL 2.5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070003302	CAFERGOT SUPPOSITORY
NOVARTIS PHARMACEUTICALS CORP	00070005303	METHERGINE 0.2 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00070005405	METHERGINE 0.2 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070005805	SANSERT 2 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070016205	PARLODEL 5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070010215	PARLODEL 6 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070010305	FIORINAL CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070010306	FIORINAL CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070010705	FIORINAL/CODENE #3 CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070012606	CLOZARIL 25 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070012606	CLOZARIL 25 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070012705	CLOZARIL 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070012706	CLOZARIL 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070017605	LESCOL 20 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070017615	LESCOL 20 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070017905	LAMISIL 250 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070017915	LAMISIL 250 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070018003	SANDOSTATIN 0.05 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00070018103	SANDOSTATIN 0.1 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00070018203	SANDOSTATIN 0.5 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00070018325	SANDOSTATIN 0.2 MG/ML VIAL
NOVARTIS PHARMACEUTICALS CORP	00070018425	SANDOSTATIN 1 MG/ML VIAL
NOVARTIS PHARMACEUTICALS CORP	00070023406	LESCOL 40 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070023415	LESCOL 40 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070024915	FEMARA 2.8 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070031180	MACALCIN 200 UNITS NASAL SPRA
NOVARTIS PHARMACEUTICALS CORP	00070032306	EXELON 1.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070032344	EXELON 1.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070032406	EXELON 3 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070032444	EXELON 3 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070032506	EXELON 4.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070032544	EXELON 4.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070032808	EXELON 5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070032844	EXELON 6 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070032705	CONITAN 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070032982	LAMISIL 1% SOLUTION
NOVARTIS PHARMACEUTICALS CORP	00070033184	SIMULECT 20 MG VIAL
NOVARTIS PHARMACEUTICALS CORP	00070033805	TRILEPTAL 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070033806	TRILEPTAL 150 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070033705	TRILEPTAL 300 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070033706	TRILEPTAL 300 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070033805	TRILEPTAL 600 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070033806	TRILEPTAL 800 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070033931	EXELON 2 MG/ML ORAL SOLUTION
NOVARTIS PHARMACEUTICALS CORP	00070034342	VIVELLE-DOT 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00070034345	VIVELLE-DOT 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00070034442	VIVELLE-DOT 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00070034445	VIVELLE-DOT 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00070034542	VIVELLE-DOT 0.075 MG PATCH

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
NOVARTIS PHARMACEUTICALS CORP	00078034646	VIVELLE-DOT 0.075 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034642	VIVELLE-DOT 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034645	VIVELLE-DOT 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034701	DESFERAL 2 GRAM VIAL
NOVARTIS PHARMACEUTICALS CORP	00078035084	ZOMETA 4 MG VIAL
NOVARTIS PHARMACEUTICALS CORP	00078035105	STARLIX 60 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078035205	STARLIX 120 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078035405	LESCOL XL 80 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00078035415	LESCOL XL 80 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00078035752	TRILEPTAL 300 MG/5 ML SUSP
NOVARTIS PHARMACEUTICALS CORP	00078037366	GLEEVEC 100 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078037540	EULIDEL 1% CREAM
NOVARTIS PHARMACEUTICALS CORP	00078037646	EULIDEL 1% CREAM
NOVARTIS PHARMACEUTICALS CORP	00078037563	EULIDEL 1% CREAM
NOVARTIS PHARMACEUTICALS CORP	00078037742	COMBIPATCH 0.050.14 MG PTC
NOVARTIS PHARMACEUTICALS CORP	00078037745	COMBIPATCH 0.050.14 MG PTC
NOVARTIS PHARMACEUTICALS CORP	00078037842	COMBIPATCH 0.050.25 MG PTC
NOVARTIS PHARMACEUTICALS CORP	00078037845	COMBIPATCH 0.050.25 MG PTC
NOVARTIS PHARMACEUTICALS CORP	00078038005	FOCALIN 2.5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078038105	FOCALIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078038205	FOCALIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083000330	RITALIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083000730	RITALIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083001630	RITALIN-SR 20 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083001978	TEGRETOL 100 MG/5 ML SUSP
NOVARTIS PHARMACEUTICALS CORP	00083002430	CYTADREN 250 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083002730	TEGRETOL 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083002732	TEGRETOL 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083002740	TEGRETOL 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083003430	RITALIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083005230	TEGREYOL 100 MG TABLET CHEW
NOVARTIS PHARMACEUTICALS CORP	00083005232	TEGREYOL 100 MG TABLET CHEW
NOVARTIS PHARMACEUTICALS CORP	00083006730	LOTENSIN HCT 5/6.25 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083006930	LOTENSIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083006932	LOTENSIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083006990	LOTENSIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083006930	TEGRETOL XR 400 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083006130	TEGRETOL XR 100 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083006230	TEGRETOL XR 200 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083006330	LOTENSIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083006332	LOTENSIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083006390	LOTENSIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007230	LOTENSIN HCT 10/12.5 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007430	LOTENSIN HCT 20/25 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007530	LOTENSIN HCT 20/25 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007630	LOTENSIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007932	LOTENSIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007960	LOTENSIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083008430	LOTENSIN 40 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083008432	LOTENSIN 40 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083008480	LOTENSIN 40 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083025530	LOTREL 2.5/10 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00083026030	LOTREL 5/10 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00083026530	LOTREL 5/20 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00083031008	ESTRADERM 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083031062	ESTRADERM 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083032008	ESTRADERM 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083032062	ESTRADERM 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083032608	VIVELLE 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083032662	VIVELLE 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083032708	VIVELLE 0.075 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083032782	VIVELLE 0.075 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083080104	DESFERAL MESYLATE 500 MG VL
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169006101	PRANDIN 0.5 MG TABLET
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169008281	PRANDIN 1 MG TABLET
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169008481	PRANDIN 2 MG TABLET
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169015011	NOVOLOG 100 UNITS/ML VIAL
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169070511	NORDITROPIN 5 MG/1.5 ML CRTG
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169077011	NORDITROPIN 15 MG/1.5 ML CRTG
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169077411	NORDITROPIN 4 MG VIAL
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169077812	NORDITROPIN 8 MG VIAL
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	32849011156	NORDITROPIN 5 MG/1.5 ML CRTG
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	32849050081	NOVOLOG 100 UNITS/ML VIAL
ODYSSEY PHARMACEUTICALS INC	65473068701	URECHOLINE 5 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473070001	URECHOLINE 50 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473070101	VIVACTIL 5 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473070201	VIVACTIL 10 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473070301	URECHOLINE 10 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473070401	URECHOLINE 25 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473071801	SURMONTIL 25 MG CAPSULE
ODYSSEY PHARMACEUTICALS INC	65473071901	SURMONTIL 60 MG CAPSULE
ODYSSEY PHARMACEUTICALS INC	65473072001	SURMONTIL 100 MG CAPSULE
ORGANON USA INC	00052010530	REMERON 15 MG TABLET
ORGANON USA INC	00052010580	REMERON 15 MG TABLET
ORGANON USA INC	00052010730	REMERON 30 MG TABLET
ORGANON USA INC	00052010790	REMERON 30 MG TABLET

Privileged and Confidential Information

Page 15

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
ORGANON USA INC	00042010930	REMERCEN 45 MG TABLET
ORGANON USA INC	00042028106	DESOGEST 28 DAY TABLET
ORGANON USA INC	00042028106	NORCETTE 28 DAY TABLET
ORGANON USA INC	00042044118	NORCURON 10 MG VIAL
ORGANON USA INC	00042045015	ZEMURON 10 MG/ML VIAL
ORGANON USA INC	00042045018	ZEMURON 10 MG/ML VIAL
ORGANON USA INC	00042073110	CORTROSYN 0.25 MG VIAL
OVATION PHARMACEUTICALS INC	00042225304	WINSTROL 2 MG TABLET
OVATION PHARMACEUTICALS INC	87346080102	MEBARAL 32 MG TABLET
OVATION PHARMACEUTICALS INC	87346080202	MEBARAL 50 MG TABLET
OVATION PHARMACEUTICALS INC	87346080302	MEBARAL 100 MG TABLET
PAN AMERICAN LABORATORIES INC	00525942218	PANCOF HC LIQUID
PAN AMERICAN LABORATORIES INC	00525975915	PANCOF XP LIQUID
PEDIAMED TM PHARMACEUTICALS INC	68346003158	VIRAVAN-S SUSPENSION
PEDIAMED TM PHARMACEUTICALS INC	68346003165	VIRAVAN-S SUSPENSION
PEDIAMED TM PHARMACEUTICALS INC	68346003223	VIRAVAN-T TABLET CHEWABLE
PFIZER LABORATORIES DIV PFIZER INC	00025008109	DEMULEN 150-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025008124	DEMULEN 150-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025016109	DEMULEN 150-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025016124	DEMULEN 150-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025100131	ALDACTONE 25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025100151	ALDACTONE 25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025100155	ALDACTONE 25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025101131	ALDACTAZIDE 25/25 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025101155	ALDACTAZIDE 25/25 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025102131	ALDACTAZIDE 50/50 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025103131	ALDACTONE 100 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025103134	ALDACTONE 100 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025104131	ALDACTONE 50 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025104134	ALDACTONE 50 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025138131	DAYPRO 600 MG CAPLET
PFIZER LABORATORIES DIV PFIZER INC	00025138134	DAYPRO 600 MG CAPLET
PFIZER LABORATORIES DIV PFIZER INC	00025138151	DAYPRO 600 MG CAPLET
PFIZER LABORATORIES DIV PFIZER INC	00025141134	ARTHRORTEC 80 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025141160	ARTHRORTEC 80 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025141160	ARTHRORTEC 80 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025142134	ARTHRORTEC 75 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025142160	ARTHRORTEC 75 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025148120	CYTOTEC 100 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025145134	CYTOTEC 100 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025148160	CYTOTEC 100 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025148171	CYTOTEC 200 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025148174	CYTOTEC 200 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025148160	CYTOTEC 200 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025182131	FLAGYL 500 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025182160	FLAGYL 500 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025182151	FLAGYL 500 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025183131	FLAGYL 250 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025183160	FLAGYL 250 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025183165	FLAGYL 250 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025194234	FLAGYL 375 CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025194250	FLAGYL 375 CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025196130	FLAGYL ER 750 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025201131	COVERA-HS 180 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025201134	COVERA-HS 180 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025202131	COVERA-HS 240 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025202134	COVERA-HS 240 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025273231	NORPACE CR 100 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025273234	NORPACE CR 100 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025273251	NORPACE CR 100 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025274231	NORPACE CR 150 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025274234	NORPACE CR 150 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025274251	NORPACE CR 150 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025275231	NORPACE 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025275252	NORPACE 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025276231	NORPACE 150 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071000724	DILANTIN 50 MG INFATAB
PFIZER LABORATORIES DIV PFIZER INC	00071000740	DILANTIN 60 MG INFATAB
PFIZER LABORATORIES DIV PFIZER INC	00071015523	LIPITOR 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015534	LIPITOR 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015540	LIPITOR 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015563	LIPITOR 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015569	LIPITOR 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015723	LIPITOR 40 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015823	LIPITOR 80 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071022006	ACCURETIC 20-12.5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071022208	ACCURETIC 10-12.5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071022306	ACCURETIC 20-25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071023724	ZARONTIN 250 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071027024	NARDIL 15 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071038224	DILANTIN 100 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071038232	DILANTIN 100 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071038240	DILANTIN 100 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071038524	DILANTIN 30 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071041624	NEURONTIN 500 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071042624	NEURONTIN 800 MG TABLET

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
PFIZER LABORATORIES DIV PFIZER INC	00071052524	CELONTIN 300 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071052723	ACCUPRIL 5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071052740	ACCUPRIL 5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053023	ACCUPRIL 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053040	ACCUPRIL 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053223	ACCUPRIL 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053240	ACCUPRIL 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053523	ACCUPRIL 40 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053724	CELONTIN KAPSEAL 150 MG
PFIZER LABORATORIES DIV PFIZER INC	00071073720	LOPID 600 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071073730	LOPID 600 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071080324	NEURONTIN 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080340	NEURONTIN 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080624	NEURONTIN 300 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080840	NEURONTIN 300 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080624	NEURONTIN 400 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080640	NEURONTIN 400 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071091345	LOESTRIN FE 1/20 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091348	LOESTRIN FE 1/20 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091548	LOESTRIN 21 1/20 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091548	LOESTRIN 21 1.5/30 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091745	LOESTRIN FE 1.5/30 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091748	LOESTRIN FE 1.5/30 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071092815	ESTROSTEP FE-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071092847	ESTROSTEP FE-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071221420	DILANTIN 125 MG/5 ML SUSP
PFIZER LABORATORIES DIV PFIZER INC	00071241823	ZARONTIN 250 MG/5 ML SYRUP
PFIZER LABORATORIES DIV PFIZER INC	00071400705	CEREBYX 50 MG PEAK VIAL
PFIZER LABORATORIES DIV PFIZER INC	00071400810	CEREBYX 50 MG PEAK VIAL
PFIZER LABORATORIES DIV PFIZER INC	00071426903	BENADRYL 50 MG/ML AMPUL
PFIZER LABORATORIES DIV PFIZER INC	00071426913	BENADRYL 50 MG/ML VIAL
PFIZER LABORATORIES DIV PFIZER INC	00071426945	BENADRYL 50 MG/ML SYRINGE
PFIZER LABORATORIES DIV PFIZER INC	00071440210	BENADRYL 50 MG/ML VIAL
PFIZER LABORATORIES DIV PFIZER INC	00430054414	FEMHRT 1/5 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00430054423	FEMHRT 1/5 TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000705	MACRODANTIN 25 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000805	MACRODANTIN 60 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000806	MACRODANTIN 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000867	MACRODANTIN 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000905	MACRODANTIN 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000967	MACRODANTIN 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149003005	DANTRIM 25 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149003068	DANTRIM 25 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149003105	DANTRIM 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149003305	DANTRIM 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149040560	DIDRONEL 200 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149040680	DIDRONEL 400 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149047801	ACTONEL 30 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149047101	ACTONEL 5 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149047103	ACTONEL 5 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149079001	MACROBID 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149073402	DANTRIM 20 MG VIAL
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149075202	ASACOL 400 MG TABLET EC
PROMETHEUS LABORATORIES INC	65483058871	IMURAN 100 MG VIAL
PROMETHEUS LABORATORIES INC	65483039110	TRANDATE 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483039111	TRANDATE 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483039150	TRANDATE 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483039210	TRANDATE 200 MG TABLET
PROMETHEUS LABORATORIES INC	65483039222	TRANDATE 200 MG TABLET
PROMETHEUS LABORATORIES INC	65483039250	TRANDATE 200 MG TABLET
PROMETHEUS LABORATORIES INC	65483039310	TRANDATE 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483039330	TRANDATE 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483039350	TRANDATE 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483049514	HELIDAC THERAPY
PROMETHEUS LABORATORIES INC	65483060101	IMURAN 100 MG VIAL
PROMETHEUS LABORATORIES INC	65483069010	IMURAN 50 MG TABLET
PROMETHEUS LABORATORIES INC	65483099110	ZYLOPRIM 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483099310	ZYLOPRIM 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483099350	ZYLOPRIM 300 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050050	TRILISATE 500 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050080	TRILISATE 500 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050580	TRILISATE 750 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050580	TRILISATE 750 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034061080	TRILISATE 1,000 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034049006	CERUMENEX 10% EAR DROPS
PURDUE PHARMACEUTICAL PRODUCTS LP	00034049012	CERUMENEX 10% EAR DROPS
RECKITT BENCKISER HEALTHCARE UK LIMITED	12496075701	SUPRENEX 0.3 MG/ML AMPUL
RELIANT PHARMACEUTICALS INC	65728022415	DYNACIRC 2.5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65728022625	DYNACIRC 2.5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65728022715	DYNACIRC 5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65728022725	DYNACIRC 5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65728023570	DYNACIRC CR 5 MG TABLET SA
RELIANT PHARMACEUTICALS INC	65728023525	DYNACIRC CR 5 MG TABLET SA
RELIANT PHARMACEUTICALS INC	65728023810	DYNACIRC CR 10 MG TABLET SA
RELIANT PHARMACEUTICALS INC	65728023825	DYNACIRC CR 10 MG TABLET SA
ROXANE LABORATORIES INC	00054174825	TORECAN 10 MG TABLET

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
SANOFI SYNTHELABO INC	00021008401	ARALEN PHOSPHATE 500 MG TAB
SANOFI SYNTHELABO INC	00021028016	BRONCHOLATE SYRUP
SANOFI SYNTHELABO INC	00021030308	DANOCRINE 50 MG CAPSULE
SANOFI SYNTHELABO INC	00021030406	DANOCRINE 100 MG CAPSULE
SANOFI SYNTHELABO INC	00021030508	DANOCRINE 200 MG CAPSULE
SANOFI SYNTHELABO INC	00021030560	DANOCRINE 200 MG CAPSULE
SANOFI SYNTHELABO INC	00021033206	DEMEROL 50 MG/5 ML SYRUP
SANOFI SYNTHELABO INC	00021033504	DEMEROL 50 MG TABLET
SANOFI SYNTHELABO INC	00021033506	DEMEROL 50 MG TABLET
SANOFI SYNTHELABO INC	00021033704	DEMEROL 100 MG TABLET
SANOFI SYNTHELABO INC	00021039202	DRISCOL 50,000 UNITS CAPSULE
SANOFI SYNTHELABO INC	00021079202	HYTAKEROL 0.125 MG CAPSULE
SANOFI SYNTHELABO INC	00021078375	ELIGARD 7.5 MG SYRINGE
SANOFI SYNTHELABO INC	00021128704	MYTELASE 10 MG CAPLET
SANOFI SYNTHELABO INC	00021132203	NEGGRAM 500 MG CAPLET
SANOFI SYNTHELABO INC	00021135801	NEO-SYNEPHRINE 2.5% EYE DROP
SANOFI SYNTHELABO INC	00021135801	NEO-SYNEPHRINE 10% EYE DROP
SANOFI SYNTHELABO INC	00021136201	NEO-SYNEPHRINE 10% EYE DROP
SANOFI SYNTHELABO INC	00021150906	PEDIACOF LIQUID
SANOFI SYNTHELABO INC	00021153502	PHISOHEX 3% CLEANSER
SANOFI SYNTHELABO INC	00021153506	PHISOHEX 3% CLEANSER
SANOFI SYNTHELABO INC	00021153508	PHISOHEX 3% CLEANSER
SANOFI SYNTHELABO INC	00021156210	PLAQUEENIL 200 MG TABLET
SANOFI SYNTHELABO INC	00021159801	PRIMAQUINE 28.3 MG TABLET
SANOFI SYNTHELABO INC	00021180016	SKELID 200 MG TABLET
SANOFI SYNTHELABO INC	00021193704	TALACEN CAPLET
SANOFI SYNTHELABO INC	00021195104	TALWIN NX TABLET
SANOFI SYNTHELABO INC	000214540131	AMBIEN 5 MG TABLET
SANOFI SYNTHELABO INC	000214540134	AMBIEN 5 MG TABLET
SANOFI SYNTHELABO INC	000214542131	AMBIEN 10 MG TABLET
SANOFI SYNTHELABO INC	000214542134	AMBIEN 10 MG TABLET
SANOFI SYNTHELABO INC	000214072412	HYALGAN 10 MG/ML VIAL
SANOFI SYNTHELABO INC	000214072420	HYALGAN 10 MG/ML SYRINGE
SCHERING CORP	00085006904	GARAMYCIN 40 MG/ML VIAL
SCHERING CORP	00085037001	ELOCON 0.1% OINTMENT
SCHERING CORP	00085037002	ELOCON 0.1% OINTMENT
SCHERING CORP	00085045803	CLARITIN 10 MG TABLET
SCHERING CORP	00085045804	CLARITIN 10 MG TABLET
SCHERING CORP	00085045805	CLARITIN 10 MG TABLET
SCHERING CORP	00085045906	CLARITIN 10 MG TABLET
SCHERING CORP	00085051701	DIPROLENE AF 0.05% CREAM
SCHERING CORP	00085051704	DIPROLENE AF 0.05% CREAM
SCHERING CORP	00085062503	EULEXIN 125 MG CAPSULE
SCHERING CORP	00085062505	EULEXIN 125 MG CAPSULE
SCHERING CORP	00085062506	EULEXIN 125 MG CAPSULE
SCHERING CORP	00085053901	INTRON A 50 MILLION UNITS VIAL
SCHERING CORP	00085066605	CELESTONE SOLUSPAN 6 MG/ML
SCHERING CORP	00085066701	ELOCON 0.1% CREAM
SCHERING CORP	00085066702	ELOCON 0.1% CREAM
SCHERING CORP	00085057102	INTRON A 10 MILLION UNITS VIAL
SCHERING CORP	00085057502	DIPROLENE 0.05% OINTMENT
SCHERING CORP	00085057505	DIPROLENE 0.05% OINTMENT
SCHERING CORP	00085061402	PROVENTIL 80 MCG INHALER
SCHERING CORP	00085063401	DIPROLENE 0.05% GEL
SCHERING CORP	00085063403	DIPROLENE 0.05% GEL
SCHERING CORP	00085063301	CLARITIN-D 12 HOUR TAB SA
SCHERING CORP	00085063504	CLARITIN-D 12 HOUR TAB SA
SCHERING CORP	00085063505	CLARITIN-D 12 HOUR TAB SA
SCHERING CORP	00085073804	VANCERIL INHALER
SCHERING CORP	00085090901	LOTRISONE LOTION
SCHERING CORP	00085095401	ELOCON 0.1% LOTION
SCHERING CORP	00085095402	ELOCON 0.1% LOTION
SCHERING CORP	00085092401	LOTRISONE CREAM
SCHERING CORP	00085092402	LOTRISONE CREAM
SCHERING CORP	00085094205	CELESTONE 0.8 MG/5 ML SYRUP
SCHERING CORP	00085096201	DIPROLENE 0.05% LOTION
SCHERING CORP	00085096202	DIPROLENE 0.05% LOTION
SCHERING CORP	00085111001	INTRON A 18 MILLION UNITS VIAL
SCHERING CORP	00085112802	CLARITIN 10 MG REDITABS
SCHERING CORP	00085113201	PROVENTIL HFA 90 MCG INHALER
SCHERING CORP	00085113301	INTRON A 10MM UNITS/ML VIAL
SCHERING CORP	00085116601	INTRON A 6MM UNITS/ML KIT
SCHERING CORP	00085117602	INTRON A 10MM UNITS/ML KIT
SCHERING CORP	00085119403	REBETOL 200 MG CAPSULE
SCHERING CORP	00085119701	NASONEX 50 MCG NASAL SPRAY
SCHERING CORP	00085122301	CLARITIN 10 MG/10 ML SYRUP
SCHERING CORP	00085123301	CLARITIN-D 24 HOUR TAB SA
SCHERING CORP	00085123302	CLARITIN-D 24 HOUR TAB SA
SCHERING CORP	00085123501	INTRON A 5MM UNITS INJECT PEN
SCHERING CORP	00085124201	INTRON A 3MM UNITS INJECT PEN
SCHERING CORP	00085124401	TEMODAR 20 MG CAPSULE
SCHERING CORP	00085124402	TEMODAR 20 MG CAPSULE
SCHERING CORP	00085124801	TEMODAR 5 MG CAPSULE
SCHERING CORP	00085124802	TEMODAR 5 MG CAPSULE
SCHERING CORP	00085126201	TEMODAR 250 MG CAPSULE
SCHERING CORP	00085126202	TEMODAR 250 MG CAPSULE

In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC

FIRM	NDC	DRUG NAME AND DESCRIPTION
SCHERING CORP	00085125401	INTRON A 10MM UNITS INJ PEN
SCHERING CORP	00085125901	TEMODAR 100 MG CAPSULE
SCHERING CORP	00085126002	TEMODAR 100 MG CAPSULE
SCHERING CORP	00085126101	CLARINEX 8 MG TABLET
SCHERING CORP	00085126402	CLARINEX 8 MG TABLET
SCHERING CORP	00085126403	CLARINEX 5 MG TABLET
SCHERING CORP	00085126404	CLARINEX 5 MG TABLET
SCHERING CORP	00085127901	PEG-INTRON 150 MCG KIT
SCHERING CORP	00085129101	PEG-INTRON 80 MCG KIT
SCHERING CORP	00085130401	PEG-INTRON 120 MCG KIT
SCHERING CORP	00085132704	REBETOL 200 MG CAPSULE
SCHERING CORP	00085133103	REBETOL 200 MG CAPSULE
SCHERING CORP	00085136801	PEG-INTRON 50 MCG KIT
SCHERING CORP	00085138507	REBETOL 200 MG CAPSULE
SCHERING CORP	00085140101	FORADIL AEROLIZER 12 MCG CAP
SCHERING CORP	00085140201	FORADIL AEROLIZER 12 MCG CAP
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84784015104	ACTOS 15 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84784015105	ACTOS 15 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84784015106	ACTOS 15 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84784030114	ACTOS 30 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84784030115	ACTOS 30 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84784030116	ACTOS 30 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84784045124	ACTOS 45 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84784046125	ACTOS 45 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84784045126	ACTOS 45 MG TABLET
TAP PHARMACEUTICALS INC	00300154111	PREVACID 15 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300154119	PREVACID 15 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300154130	PREVACID 15 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300154611	PREVACID 30 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300154613	PREVACID 30 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300154619	PREVACID 30 MG CAPSULE DR
TAP PHARMACEUTICALS INC	003001730930	PREVACID 15 MG SUSPENSION DR
TAP PHARMACEUTICALS INC	003001731130	PREVACID 30 MG SUSPENSION DR
US PHARMACEUTICAL CORP	52747014060	CENOGEN ULTRA CAPSULE
US PHARMACEUTICAL CORP	52747030830	HEMOCYTE-F TABLET
US PHARMACEUTICAL CORP	52747030870	HEMOCYTE-F TABLET
US PHARMACEUTICAL CORP	52747030830	HEMOCYTE PLUS TABLET
US PHARMACEUTICAL CORP	52747030870	HEMOCYTE PLUS TABLET
US PHARMACEUTICAL CORP	52747080060	HEMOCYTE PLUS CAPSULE
VOLUNTARY HOSPS AMERICA INC	00310030081	DIPRIVAN 10 MG/ML VIAL
VOLUNTARY HOSPS AMERICA INC	00310030084	DIPRIVAN 10 MG/ML VIAL
VOLUNTARY HOSPS AMERICA INC	00310030066	DIPRIVAN 10 MG/ML VIAL
WARNER CHILCOTT INC	00087078446	DURICEF 500 MG CAPSULE
WARNER CHILCOTT INC	00430002324	ESTRACE 1 MG TABLET
WARNER CHILCOTT INC	00430002330	ESTRACE 1 MG TABLET
WARNER CHILCOTT INC	00430002424	ESTRACE 2 MG TABLET
WARNER CHILCOTT INC	00430016824	MANDELAMINE 500 MG TABLET
WARNER CHILCOTT INC	00430016124	PYRIDUM 250 MG TABLET
WARNER CHILCOTT INC	00430018215	PYRIDUM PLUS TABLET
WARNER CHILCOTT INC	00430022840	NATAFORT TABLET
WARNER CHILCOTT INC	00430022723	NATACHEW TABLET CHEW
WARNER CHILCOTT INC	00430058214	OVCON-35 28 TABLET
WARNER CHILCOTT INC	00430058514	OVCON-50 28 TABLET
WARNER CHILCOTT INC	00430058624	ERYC 250 MG CAPSULE EC
WARNER CHILCOTT INC	00430058820	DORYX 75 MG CAPSULE EC
WARNER CHILCOTT INC	00430058819	DORYX 100 MG CAPSULE EC
WARNER CHILCOTT INC	00430278217	DURICEF 250 MG/5 ML ORAL SUSP
WARNER CHILCOTT INC	00430278317	DURICEF 500 MG/5 ML ORAL SUSP
WARNER CHILCOTT INC	00430375411	ESTRACE 0.01% CREAM
WARNER CHILCOTT INC	00430375414	ESTRACE 0.01% CREAM
WARNER CHILCOTT INC	00430380140	FEMRING 0.05 MG VAGINAL RING
WARNER CHILCOTT INC	00430380240	FEMRING 0.10 MG VAGINAL RING
WATSON LABORATORIES INC	00075025000	DILACOR XR 120MG CAPSULE SA
WATSON LABORATORIES INC	00075025100	DILACOR XR 180MG CAPSULE SA
WATSON LABORATORIES INC	00075025200	DILACOR XR 240MG CAPSULE SA
WATSON LABORATORIES INC	52544026528	NORINYL 1+50-28 TABLET
WATSON LABORATORIES INC	52544027428	TRI-NORINYL 28 TABLET
WATSON LABORATORIES INC	52544048201	DILACOR XR 120 MG CAPSULE SA
WATSON LABORATORIES INC	52544048301	DILACOR XR 180 MG CAPSULE SA
WATSON LABORATORIES INC	52544048305	DILACOR XR 180 MG CAPSULE SA
WATSON LABORATORIES INC	52544048401	DILACOR XR 240 MG CAPSULE SA
WATSON LABORATORIES INC	52544048405	DILACOR XR 240 MG CAPSULE SA
WATSON LABORATORIES INC	52544053801	NORCO 10/325 TABLET
WATSON LABORATORIES INC	52544053805	NORCO 10/325 TABLET
WATSON LABORATORIES INC	52544062201	MICROZIDE 12.5 MG CAPSULE
WATSON LABORATORIES INC	52544073201	DILACOR XR 120MG CAPSULE SA
WATSON LABORATORIES INC	52544073301	DILACOR XR 180MG CAPSULE SA
WATSON LABORATORIES INC	52544073401	DILACOR XR 240MG CAPSULE SA
WATSON LABORATORIES INC	52544089001	ACTIGALL 300 MG CAPSULE
WATSON LABORATORIES INC	55515001424	CORDRAN 4 MCG/SQ CM TAPE
WATSON LABORATORIES INC	55515001460	CORDRAN 4 MCG/SQ CM TAPE
WATSON LABORATORIES INC	55515035515	CORDRAN SP 0.05% CREAM
WATSON LABORATORIES INC	55515035330	CORDRAN SP 0.05% CREAM
WATSON LABORATORIES INC	55515035560	CORDRAN SP 0.05% CREAM
WATSON LABORATORIES INC	55515010101	CONDYLOX 0.6% TOPICAL SOLN
WATSON LABORATORIES INC	55515010201	CONDYLOX 0.6% GEL

Privileged and Confidential Information

Page 19

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
WATSON LABORATORIES INC	55515026904	MONODOLX 100 MG CAPSULE
WATSON LABORATORIES INC	55515026006	MONODOLX 50 MG CAPSULE
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072026006	DOVONEX 0.005% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072026012	DOVONEX 0.005% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072116006	DOVONEX 0.005% SOLUTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072140015	ULTRAVATE 0.05% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072140050	ULTRAVATE 0.05% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072145013	ULTRAVATE 0.05% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072145050	ULTRAVATE 0.05% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072254006	DOVONEX 0.005% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072254012	DOVONEX 0.005% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072573001	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072573208	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072573214	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072573401	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072573028	LAC-HYDRIN 12% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072573038	LAC-HYDRIN 12% CREAM
WOMEN FIRST HEALTHCARE INC	54240000410	BACTRIM 400-80 MG TABLET
WOMEN FIRST HEALTHCARE INC	54240011710	BACTRIM DS TABLET
WOMEN FIRST HEALTHCARE INC	54240015030	VANIQA 13.8% CREAM
XCEL PHARMACEUTICALS	68490024598	MIGRANAL 4 MG/ML NASAL SPRAY
ZYBER PHARMACEUTICAL INC	65220017516	PEDIATEX LIQUID
ZYBER PHARMACEUTICAL INC	65220045716	PEDIATEX-D LIQUID
ZYBER PHARMACEUTICAL INC	65220065001	ALDEX TABLET

DAO 88 (Rev. 1/94) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT
 DISTRICT OF NEW JERSEY

NEW ENGLAND CARPENTERS HEALTH BENEFITS FUND,
 ET. AL,
 V.

SUBPOENA IN A CIVIL CASE

FIRST DATABANK, INC., AND MCKESSON CORPORATION Case Number:¹ 1:05-CV-11148-PBS
 DISTRICT OF MASSACHUSETTS

TO: General Prescription Programs, Inc.
 61 Freeman Street, 5th Floor
 Newark, NJ 07105

☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, NY 10104

DATE AND TIME

August 16, 2006, 9:30 a.m.

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects): See attached Exhibit B.

PLACE

Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, NY 10104

DATE AND TIME

August 8, 2006, 9:30 a.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)
 Attorney for Defendant McKesson Corporation

DATE
 July 24, 2006

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Tiffany Cheung, Morrison & Foerster LLP, 425 Market Street, San Francisco, CA 94105

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on next page)

¹If action is pending in district other than district of issuance, state district under case number.

AO 88 (Rev 1/94) Subpoena in a Civil Case

PROOF OF SERVICE

DATE

PLACE

SERVED:

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend

trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

NEW ENGLAND CARPENTERS HEALTH
BENEFITS FUND, PIRELLI ARMSTRONG
RETIREE MEDICAL BENEFITS TRUST,
TEAMSTERS HEALTH & WELFARE FUND
OF PHILADELPHIA AND VICINITY, and
PHILADELPHIA FEDERATION OF
TEACHERS HEALTH AND WELFARE FUND,

Plaintiffs,

v.

FIRST DATABANK, INC., a Missouri
corporation, and McKESSON CORPORATION,
a Delaware corporation,

Defendants.

Civil Action: 1:05-CV-11148-PBS

Judge Patti B. Saris

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 30 and 45, and the subpoena attached hereto, McKesson Corporation, by its attorneys, will take the deposition of General Prescription Programs, Inc., by the person or persons who are knowledgeable concerning the matters set forth in Exhibit A attached hereto. Such deposition will be taken on August 16, 2006, beginning at 9:30 a.m., at Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, NY 10104. The deposition will be taken before an officer authorized to administer oaths, be recorded by a stenographer, and may be videotaped, and may provide for LiveNote access, and will continue from day to day, Saturday, Sundays and holidays excepted, until completed.

McKesson reserves the right to take subsequent depositions, not just on all material issues, but also on those issues raised by any documents produced after the date of this Notice.

PLEASE TAKE FURTHER NOTICE THAT General Prescription Programs, Inc. is also requested to produce the documents set forth in Exhibit B on August 8, 2006.

Dated July 24, 2006

MELVIN R. GOLDMAN
LORI A. SCHECHTER
PAUL FLUM
TIFFANY CHEUNG
MORRISON & FOERSTER LLP

By: _____
Tiffany Cheung

Attorneys for Defendant
MCKESSON CORPORATION

DEFINITIONS

The terms used in these requests, whether or not capitalized, are defined as follows:

1. "All documents" means every document and every non-identical copy known to You and every such document or writing which You can locate or discover by reasonably diligent efforts, including, but not limited to, documents now in Your possession, custody, or the possession, custody, or control of Your merged or acquired predecessors, Your former and present directors, officers, counsel, agents, employees, and/or persons acting on Your behalf.
2. "AWP" or "Average Wholesale Price" means the price for drugs as periodically published by several pharmaceutical industry compendia, including the Drug Topics Red Book (the "Red Book"), American Druggist First Databank Annual Directory of Pharmaceuticals ("First DataBank"), Essential Directory of Pharmaceuticals (the "Blue Book") and Medi-Span's Master Drug Database ("Medi-span"). The term "AWP" includes the "Blue Book AWP" published by First Databank.
3. "Beneficiary" means a person for whom a health plan or health and welfare fund provides any medical or health insurance benefit, including prescription drug benefits.
4. "Benefit Consultant" means any person and/or entity that provides information, counsel and/or advice to any Fund regarding any hospital, medical or prescription drug benefit and/or service provided by any Fund to any Participant or Beneficiary.
5. "Clients" means union benefit funds, employers, health plans, Third Party Payors, or other entities or individuals to which You provide services or data pertaining to drugs for a fee or other remuneration.
6. "Communication" as defined in Massachusetts Local Rule 26.5(c)(1), means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).

7. "Complaint" means the Class Action Complaint filed in connection with Civil Action No. 05-CV-11148-PBS in the United States District Court for the District of Massachusetts.

8. "Concerning" as defined in Massachusetts Local Rule 26.5(c)(7), means referring to, describing, evidencing, or constituting. A request for all documents "concerning" a subject extends to each document making a statement about, mentioning, referring to, discussing, analyzing, describing, reflecting, evidencing, identifying, relating to, regarding, summarizing, dealing with, consisting of, constituting, or in any way pertaining to the subject, in whole or in part.

9. "Copy" or "Copies" when used in reference to a document means any color or black-and-white reproduction of a document, regardless of whether the reproduction is made by means of carbon paper pressure, sensitive paper, photostat, xerography, scanning, or other means or process.

10. "Document" means Electronic Data and all written, typed, printed, photocopied, photographed, or recorded matter of any kind, including but not limited to all originals, masters, drafts, and non-identical copies of any labels, packaging, invoices, advertisements, catalogs, letters, envelopes, forms, affidavits, correspondence, telegraphs, telecopies, telefaxes, paper communications, resolutions, minutes of meetings, signed statements, tabulations, charts, memoranda, checks, appointment books, records, proposals, memoranda or other transcripts (by mechanical device, by longhand or shorthand recording, tape recording, or by electronic or any other means), computer-generated information, computer software, information stored or recorded by electronic means (including by a computer, server, hard drive, compact disk, floppy disk, diskette, tape, record, cassette, video, electronic mail, and any other electronic recording or

data compilation from which information can be obtained or translated), interoffice communications, interoffice communications, all summaries of oral communications (telephonic or otherwise), microfiche, microfilm, lists, bulletins, calendars, circulars, desk pads, opinions, ledgers, minutes, agreements, journals, diaries, contracts, invoices, balance sheets, telephone messages or other messages, magazines, pamphlets, articles, notices, newspapers, studies, summaries, worksheets, telexes, cables, any matters defined in Federal Rule of Evidence 1001, and all other graphic materials, writings, and instruments, however produced or reproduced. A document includes all documents appended thereto.

11. "Drug Company" or "Drug Companies" means a company that manufactures pharmaceutical products, including without limitation, Identified Drugs.

12. "Electronic Data" means all information of all kinds maintained by electronic data processing systems and includes all non-identical copies of such information. Electronic Data includes, but is not limited to, electronic spreadsheets, databases with all records and fields and structural information (including Lotus Notes Discussion Databases and other online dialogs), charts, graphs and outlines, arrays of information and all other information used or produced by any software. Further, Electronic Data includes any computer program (whether proprietary or commercial), programming notes or instructions, or any other software program or utility needed to access or use such Electronic Data as they are accessed or used by You in the usual course of business.

13. "Fund" or "Funds" means any and/or all of the plaintiff health and welfare funds and trusts identified in the Class Action Complaint, including, without limitation, New England Carpenters Health Benefits Fund; Pirelli Armstrong Retiree Benefits Trust; Teamsters Health & Welfare Fund of Philadelphia and Vicinity; and Philadelphia Federation of Teachers Health and

Welfare Fund, and any other health and welfare fund or trust that provides prescription drug benefits, and any of their past or present trustees, officials, officers, fiduciaries, third-party administrators, representatives, agents, assigns, attorneys, employees, divisions, departments, affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control.

14. "Government Investigation" refers to any ongoing or closed investigation or inquiry conducted by Congress, a committee or sub-committee of Congress (including but not limited to, the Consumer, Energy and/or Ways and Means Committees), the United States Department of Justice, the United States General Accounting Office, the Federal Trade Commission, the Office of the United States Inspector General, the United States Department of Health and Human Services, or any other federal, state, or local governmental entity, and includes but is not limited to instances in which such entities have served or sent You Civil Investigative Demands, subpoenas, document requests, or other requests.

15. "Identified Drugs" shall refer to any one or more of the drugs listed in Appendix A to the Complaint and attached hereto.

16. "MDL Litigation" means the litigation bearing the caption, *In Re Pharmaceutical Industry Average Wholesale Price Litigation*, MDL No. 1456, pending in the United States District Court for the District of Massachusetts.

17. "Meeting" means any discussion between two or more persons either in person, telephonically, or by video conference.

18. "Named Plaintiff" means any and/or all of the plaintiff health and welfare funds and trusts identified in the Class Action Complaint, including, without limitation, New England Carpenters Health Benefits Fund; Pirelli Armstrong Retiree Benefits Trust; Teamsters Health &

Welfare Fund of Philadelphia and Vicinity; and Philadelphia Federation of Teachers Health and Welfare Fund, and any of their past or present trustees, officials, officers, fiduciaries, third-party administrators, representatives, agents, assigns, attorneys, employees, divisions, departments, affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control.

19. "Participant" means a person for whom a health plan or health and welfare fund provides any medical or health insurance benefit, including prescription drug benefits.

20. "Person" as defined in Massachusetts Local Rule 26.5(c)(6), means any natural person or any business, legal, or governmental entity or association.

21. "Pharmacy Benefit Manager" or "PBM" means any entity that provides services relating to prescription drug benefits offered by any Third Party Payor to any Participant and/or Beneficiary.

22. "Price" means any payment made for a drug with or without discounts, Rebates or other incentives affecting the cost of the drug.

23. "Publication" means a publication identified in Health Care Financing Administration Program Memorandum AB-99-63 and includes First DataBank, Red Book, Blue Book, and Medi-span.

24. "Publisher" or "Publishers" refers to any pharmaceutical price publishing service, including but not limited to the First DataBank, Red Book, Blue Book and Medi-Span publishing services.

25. "Rebates" include access rebates for the placement of products on a formulary, rebates based upon the sales volumes for drugs, and market share rebates for garnering higher

market share than established targets, and include rebates received by You or any PBM with whom You have a contractual relationship.

26. "Relevant Time Period" means the period from January 1, 1997 to the date of production, inclusive.

27. "Retailer" means any entity, including a retail pharmacy that resells drugs to consumers.

28. "Third Party Payor" means any non-government entity or program, including but not limited to, Funds, or health insurance companies, health maintenance organizations, preferred provider organizations, self insurance plans, health plans, unions, and welfare and benefit plans, that provides prescription drug benefits to Participants and Beneficiaries and reimburses or compensates Retailers for prescription drugs dispensed to Participants and Beneficiaries.

29. "This Litigation" means the litigation pending in the United States District Court for the District of Massachusetts bearing the docket number 1:05-CV-11148-PBS.

30. "WAC" or "Wholesale Acquisition Cost" means the actual selling price that a Drug Company charges to a Wholesaler, before discounts.

31. "Twenty Largest And Twenty Smallest Third Party Payors" means for the Twenty Largest, the twenty Third Party Payors that provided the most revenue to You over the Relevant Time Period, and the Twenty Smallest means the twenty Third Party Payors who provided the least revenue to You, in aggregate, during the Relevant Time Period.

32. "Wholesaler" means any entity that purchases drugs from a Drug Company and resells such drugs to any other entity, including Retailers.

33. "You" or "Your" shall refer to General Prescription Programs, Inc. and any of General Prescription Programs, Inc.'s predecessors, divisions, subsidiaries, trustees, officers, directors, managers, employees, or agents, including but not limited to, attorneys and accountants.

INSTRUCTIONS

1. Unless otherwise specifically stated, the requests below refer to the period from January 1, 1997, to the date of production, inclusive.

2. The singular form of a noun or pronoun shall include within its meaning the plural form of the noun or pronoun and vice versa; the masculine form of a pronoun shall include within its meaning the feminine form of the pronoun and vice versa; and the use of any tense of any verb shall include within its meaning all other tenses of the verb.

3. "All" and "each" shall be construed as meaning either all or each as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside its scope.

4. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request any information that might otherwise be construed to be outside its scope.

5. Each request for production of documents extends to all documents in the possession, custody, or control of You or anyone acting on Your behalf. A document is to be deemed in Your possession, custody, or control if it is in Your physical custody, or if it is in the physical custody of any other person and You (a) own such document in whole or in part; (b) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such document on any term; (c) have an understanding, express or implied, that You may use, inspect, examine,

or copy such document on any terms; or (d) have, as a practical matter, been able to use, inspect, examine, or copy such document when You sought to do so.

6. If production is requested of a document that is no longer in Your possession, custody, or control, Your response should state when the document was most recently in Your possession, custody, or control, how the document was disposed of, and the identity of the person, if any, presently in possession, custody, or control of such document. If the document has been destroyed, state the reason for its destruction.

7. Provide the following information for each document withheld on the grounds of privilege:

- (a) its date;
- (b) its title;
- (c) its author(s);
- (d) its recipient(s);
- (e) the specific privilege under which it is withheld;
- (f) its general subject matter; and
- (g) a description of it that You contend is adequate to support Your contention that it is privileged.

8. Any attachment to an allegedly privileged or immune document shall be produced unless You contend that the attachment is also privileged or immune.

9. Notwithstanding the assertion of any objection to production, if a document contains non-objectionable or non-privileged matter, please produce that document, redacting that portion for which the objection is asserted, provided that the following information is provided:

- (a) its date;

- (b) its title;
- (c) its author(s);
- (d) its recipient(s);
- (e) the specific privilege under which it is withheld;
- (f) its general subject matter; and
- (g) a description of it that You contend is adequate to support Your contention that it is privileged.

10. To the extent that You consider any of the following requests for production of documents objectionable, please respond to the remainder of the production request, and separately state that part of each request to which You object and each ground for each objection. If there is any question as to the meaning of any part of these Requests, or an issue as to whether production of any documents requested herein would impose an undue burden on You, counsel for McKesson should be contacted promptly to discuss these matters, and You should respond to the remainder of these Requests as written.

11. Documents produced in response to these Requests should be provided in the same form in which they are kept in the usual course of business. This means that Electronic Data, as that term is defined herein, should be produced in the electronic form in which it is kept in the usual course of business.

12. You may produce legible, complete, and exact copies of original documents responsive to these Requests, provided that the originals shall be made available for inspection upon request by counsel for McKesson.

13. These Requests cover all documents in Your possession, custody, and control, both inside and outside the United States, including Documents in the possession of Your officers, employees, agents, servants, representatives, trustees, attorneys, consultants, or other

persons directly or indirectly employed or retained by You, or anyone else acting on Your behalf or otherwise subject to Your control, and any merged, consolidated, or acquired predecessor or successor, subsidiary, division, or affiliate.

14. If any Request cannot be responded to fully, You should provide as full a response as possible, state the reason for the inability to answer fully, and provide any information, knowledge, or belief that You have regarding the unanswered portion.

EXHIBIT A

DEPOSITION TOPICS

1. Your negotiations and contracts with Third Party Payors and Clients for pharmacy benefit management services, including the sharing of rebates from manufacturers, the duration of such contracts, termination provisions, guarantees, references to AWP, and terms and conditions included in addendums and related provider manuals.
2. Your negotiations and contracts with Retailers, including drug pricing terms and metrics (e.g., AWP, usual & customary), the manner in which those metrics are defined or arrived at (including the factors or other information used, relied on or considered by You in connection with, or arriving at, reimbursements and payments to Retailers), the terms pertaining to Third Party Payors' or Clients' payment for drugs provided under such contracts, the duration of such contracts, and the termination provisions in such contracts.
3. Your knowledge, understanding or expectation regarding (a) the use and significance of AWP, manufacturer suggested wholesale prices, WAC, or other information published or provided by First DataBank and other Publishers, (b) the trends in these metrics; (c) the ratio or spread between actual acquisition costs of Retailers and published AWP, or between WAC and published AWP; (c) changes in AWP or in WAC to AWP ratios, including discussions with manufacturer, Retailers, Third Party Payor and Clients, or Publishers regarding such changes.
4. The operation and management of Retailers, including the management and operations of pharmacy networks.

5. Representations or other statements by or attributed to Publishers concerning how any Publisher compiles, develops or arrives at AWP, WACs or other information published or made available by the Publisher.

6. Your corporate structure, organizations, employees and operations.

7. Your search for and production of documents in response to the document requests set forth in Exhibit B of this subpoena.

EXHIBIT B

DOCUMENTS TO BE PRODUCED

Regarding Related Litigation or Investigations

1. Respecting the MDL Litigation, all documents produced or made available to other parties, including, without limitation, all documents produced or made available pursuant to subpoenas or document requests; all affidavits, declarations, deposition transcripts, deposition videos, and deposition exhibits; all non-public pleadings; and all transcripts of hearings before a Judge or Magistrate.

2. Respecting any legal proceeding, mediation, arbitration, court hearing, legislative hearing, or Government Investigation or inquiry concerning FDB or any other Publisher, the use of AWP or reimbursement of drugs purchased by consumers, all documents produced or made available pursuant to subpoenas or document requests; all affidavits, declarations, deposition transcripts, deposition exhibits and statements filed, served, produced, prepared or taken in connection therewith; all documents concerning your contracts or negotiations with Retailers, reimbursements to Retailers for the dispensing of Identified Drugs, your relationships with Third Party Payors, or your contracts or negotiations with Drug Companies for Rebates, discounts or other consideration or remuneration.

Regarding Publishers

3. All documents concerning communications between You and any Publisher concerning the AWP for, the WAC-AWP spread for or, proposed wholesale price or the actual or proposed acquisition cost of, Identified Drugs or any other prescription drug.

4. All contracts and agreements with any Publisher.

5. All documents concerning use of a specific Publisher's AWP or other price data in contracts with Retailers, Third Party Payors and Clients, Manufacturers, or with any other person.
6. All documents to or from any Publisher concerning Identified Drugs, AWP, a Drug Company's suggested wholesale prices, or Wholesaler markups.
7. All documents and communications concerning any representation or other statement by or attributed to First DataBank, Redbook or any other Publisher concerning its business, including, without limitation, its publication of AWP's, information contained in its data fields, how it derived information for its database, how it determined AWP's, its research of wholesalers, its research of PBMs, or its conduct of surveys.
8. All documents or communications concerning increases, decreases or other changes in AWP's, including any increase or change in the WAC-AWP spread, in data published by First DataBank, including, without limitation, complaints or other reactions to such changes by Drug Companies, Wholesalers, PBMs (including You), Retailers, Third Party Payors, or Your Clients.
9. All documents concerning the use of AWP's published by First DataBank, or by any other Publisher, as a basis, benchmark or metric for reimbursement.
10. All documents comparing AWP's or WAC-AWP spreads published by First DataBank, with
 - a. AWP's or WAC-AWP spreads published by other Publishers, or with
 - b. wholesale prices suggested by Drug Companies.
11. All documents concerning the accuracy of the AWP's published by, or of representations made by, First DataBank.

Regarding Third Party Payors

12. All documents concerning communications between You and any Third Party Payor concerning the AWP for, the WAC-AWP spread for, or the actual or potential acquisition cost of, Identified Drugs.

13. All contracts and agreements by You with the Twenty Largest and Twenty Smallest Third Party Payors that concern:

- a. AWP, WAC, or the actual or potential acquisition cost of, Identified Drugs;
- b. Rebates, discounts or other consideration received by You from Drug Companies;
- c. Services you provide to Third Party Payors; or
- d. Reimbursement for dispensing of prescription drugs

14. All documents concerning Your strategy, reasoning, or methodology in setting amounts Your Clients or Third Party Payors pay You, or You pay to Retailers, for drugs or for dispensing or administrative services, including, without limitation, documents showing the factors or other information You have relied on or considered in arriving at payment terms.

15. All documents concerning the effect or potential effect of an actual or possible increase, decrease or other change in the WAC-AWP spread or in published AWP's, including, without limitation, the effect such a change would or may have on You or any of Your Clients.

16. All communications between TPPs and PBMs concerning higher drug prices, higher AWP's, or higher AWP/WAC markups.

17. All advertising, marketing, and sales materials, responses to requests for proposals or other documents describing the services You (or other PBMs) offer or make available to Clients and the value of those services, including, without limitations, documents concerning the savings You (or other PBMs) have secured for Clients.

18. All documents concerning Your decision to list or de-list Identified Drugs or any other prescription drug on a formulary.

19. All documents concerning Your relationship with the Named Plaintiffs, including without limitation:

- a. All documents concerning communications with the Named Plaintiffs;
- b. All contracts or agreements with the Named Plaintiffs;
- c. All requests for proposals and responses thereto involving the Named Plaintiffs;
- d. All reports, summaries or compilations provided to or received from the Named Plaintiffs;
- c. All documents concerning the amount charged or to be charged the Named Plaintiffs for prescription drugs;
- d. All documents concerning reimbursement of Named Plaintiffs for prescription drug expenditures made on behalf of Participants or Beneficiaries;
- e. All documents concerning reimbursements paid by Named Plaintiffs to Retailers for the dispensing of Identified Drugs; and,
- f. All documents concerning communications with a Benefit Consultant concerning a Named Plaintiff, including, without limitation, all documents concerning requests for proposals or responses thereto and

20. All documents concerning the use of AWP as a basis or benchmark for reimbursement of PBMs or Retailers.

Regarding Retailers

21. All documents containing or concerning contracts or agreements You negotiated with Retailers for reimbursement for prescription drugs.

22. All documents concerning Your strategy, factors considered, reasoning, or methodology in setting reimbursement to Retailers for Identified Drugs or for dispensing or administrative services including, without limitation, documents showing the factors or other information You have relied on or considered, and all documents containing calculations or computations used, relied on or considered by You, in connection therewith.

23. All documents concerning the impact of changes in published AWP or WAC-AWP spreads on contracts or negotiations with Retailers, or reimbursement rates paid to Retailers.

24. All documents concerning negotiations with Retailers regarding network membership, including without limitations, all documents concerning discussion or documentation of denying, terminating or revoking network membership for any reason.

25. All documents concerning the percentage discount from AWP contained in, or considered for, contracts with Retailers.

Regarding Drug Companies

26. All documents concerning price offsets, discounts, Rebates, or off-invoice incentive payments or other considerations paid or made by Drug Companies to You or other PBMs for Identified Drugs.

27. All documents concerning the impact or effect of changes in published AWP or WAC-AWP spreads on any actual or potential Rebates, discounts, or any other consideration or price terms between You and Your Clients or a Drug Company.

28. All documents concerning Drug Company reactions to, or communications regarding, any increased AWP or AWP/WAC spread, including any correspondence from a Drug

Company regarding changes in AWP that were not recommended or proposed by a Drug Company.

29. All documents reflecting the description or identification of any Drug Company as having a suggested, proposed, or stated wholesale markup, including but not limited to a 20% or a 25% markup or spread between WAC and AWP.

30. All documents concerning the use of an AWP suggested by a Drug Company.

Regarding AWP

31. All documents concerning Your use of AWP as a pricing term, benchmark or metric in any contracts with or among Retailers, Third Party Payors, Clients or Drug Companies.

32. All documents concerning AWP, including but not limited to:

- a. All documents concerning the WAC-AWP spread or markup;
- b. All documents concerning the spread or markup between pharmacy acquisition cost and AWP;
- c. Any reports, summaries or compilations provided to Third Party Payors or Clients containing information about changes in industry pricing or practices;
- d. All internal reports analyzing the drug expenditures of Third Party Payors or Clients;
- e. All documents concerning reimbursement by You or your clients for Identified Drugs on the basis of published AWP's, including AWP's published by First Databank;
- f. All documents concerning the proposed or actual discontinuation of AWP as a basis, benchmark or metric for reimbursement; and

- g. All documents identifying or describing the source that You use for determining AWP in your contracts; or discussing how AWP has been, or is currently, calculated or defined.

Other Documents

33. All documents concerning Your expectations regarding (1) pharmacy acquisition costs; (2) the spread between such acquisition costs and AWP; or (3) the spread between WAC and AWP, for Identified Drugs.

34. For each Identified Drug, all transaction records maintained in a database or other electronic format showing all revenues, disbursements and quantities covered, including amounts paid by You for Identified Drugs sold by Retailers, amounts paid to You by Third Party Payors as Your Clients for the Identified Drugs, and any related Rebates, discounts, and administrative fees.

35. Documents sufficient to identify all Your departments and employees including, without limitation, Your organizational charts.

36. Documents sufficient to identify Your policy or practice of document retention, destruction, disposal, or preservation for each year during the Relevant Time Period.

37. Document describing each report, summary or compilation distributed by You or Your Third Party Payors or Clients concerning AWP, WAC-AWP spreads, reimbursement of Retailers, payments to Third Party Payors, acquisition costs of Retailers, the MDL Litigation or this Lawsuit.

38. All documents concerning whether to use a discount from AWP (*e.g.*, AWP minus 12%) as a basis for reimbursement of Retailers.

In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC

FIRM	NDC	DRUG NAME AND DESCRIPTION
3M PHARMACEUTICALS	0008020025	METROGEL VAGINAL 0.75% GEL
3M PHARMACEUTICALS	0008030510	TAMBOCOR 60 MG TABLET
3M PHARMACEUTICALS	0008030710	TAMBOCOR 100 MG TABLET
3M PHARMACEUTICALS	0008031410	TAMBOCOR 160 MG TABLET
3M PHARMACEUTICALS	0008051006	CAL DISOD VERSENAT 200 MG/ML
3M PHARMACEUTICALS	0008054006	NORFLEX 30 MG/ML AMPUL
3M PHARMACEUTICALS	0008061012	ALDARA 5% CREAM
3M PHARMACEUTICALS	0008081621	MAXAIR AUTOHALER 0.2 MG AERO
AAIPHARMA LLC	00002035102	DARVOCET-N 50 TABLET
AAIPHARMA LLC	00002035333	DARVON-N 100 MG TABLET
AAIPHARMA LLC	00002036302	DARVOCET-N 100 TABLET
AAIPHARMA LLC	00002036303	DARVOCET-N 100 TABLET
AAIPHARMA LLC	00002036333	DARVOCET-N 100 TABLET
AAIPHARMA LLC	00002003033	DARVON 65 MG PULVULE
AAIPHARMA LLC	00002003333	DARVON 65 MG PULVULE
AAIPHARMA LLC	00002311102	DARVON COMPOUND-65 PULVULE
AAIPHARMA LLC	00002311103	DARVON COMPOUND-65 PULVULE
AAIPHARMA LLC	0002007201	BRETHINE 2.5 MG TABLET
AAIPHARMA LLC	0002007210	BRETHINE 2.5 MG TABLET
AAIPHARMA LLC	00020010501	BRETHINE 5 MG TABLET
AAIPHARMA LLC	00020010510	BRETHINE 5 MG TABLET
AAIPHARMA LLC	00020050701	BRETHINE 1 MG/ML AMPUL
AAIPHARMA LLC	00054823301	DURACLON 0.1 MG/ML VIAL
AAIPHARMA LLC	00054823401	DURACLON 500 MCG/ML VIAL
AAIPHARMA LLC	66591023921	AQUASOL A 50,000 UNITS/ML VIAL
AAIPHARMA LLC	66591043411	BRETHINE 1 MG/ML AMPUL
AAIPHARMA LLC	66591062241	DARVON 65 MG PULVULE
AAIPHARMA LLC	66591063141	DARVON-N 100 MG TABLET
AAIPHARMA LLC	66591063151	DARVON-N 100 MG TABLET
ABBOTT LABORATORIES	00597002901	MOBIC 7.5 MG TABLET
ABBOTT LABORATORIES	00597003001	MOBIC 15 MG TABLET
ABBOTT LABORATORIES	00597003920	MICARDIS 20 MG TABLET
ABBOTT LABORATORIES	00597004020	MICARDIS 40 MG TABLET
ABBOTT LABORATORIES	00597004120	MICARDIS 60 MG TABLET
ABBOTT LABORATORIES	00597004320	MICARDIS HCT 40/12.5 MG TAB
ABBOTT LABORATORIES	00597004420	MICARDIS HCT 60/12.5 MG TAB
AGOURON PHARMACEUTICALS INC	63010401030	VIRACEPT 250 MG TABLET
AGOURON PHARMACEUTICALS INC	63010401090	VIRACEPT POWDER
AMGEN INC	55513412801	EPOGEN 2,000 UNITS/ML VIAL
AMGEN INC	55513412610	EPOGEN 2,000 UNITS/ML VIAL
AMGEN INC	55513414401	EPOGEN 10,000 UNITS/ML VIAL
AMGEN INC	55513414410	EPOGEN 10,000 UNITS/ML VIAL
AMGEN INC	55513414801	EPOGEN 4,000 UNITS/ML VIAL
AMGEN INC	55513414810	EPOGEN 4,000 UNITS/ML VIAL
AMGEN INC	55513426701	EPOGEN 3,000 UNITS/ML VIAL
AMGEN INC	55513426710	EPOGEN 3,000 UNITS/ML VIAL
AMGEN INC	55513426301	EPOGEN 10,000 UNITS/ML VIAL
AMGEN INC	55513426310	EPOGEN 10,000 UNITS/ML VIAL
ASTRAZENECA LP	0003721020	ZOMIG 2.5 MG TABLET
ASTRAZENECA LP	0003721126	ZOMIG 5 MG TABLET
ASTRAZENECA LP	00186000131	LEXCEL 5-5 MG TABLET SA
ASTRAZENECA LP	00186000168	LEXCEL 5-6 MG TABLET SA
ASTRAZENECA LP	00186000231	LEXCEL 5-2.5 MG TABLET SA
ASTRAZENECA LP	00186000431	ATACAND 4 MG TABLET
ASTRAZENECA LP	00186000631	ATACAND 8 MG TABLET
ASTRAZENECA LP	00186001628	ATACAND 16 MG TABLET
ASTRAZENECA LP	00186001831	ATACAND 16 MG TABLET
ASTRAZENECA LP	00186001864	ATACAND 16 MG TABLET
ASTRAZENECA LP	00186003228	ATACAND 32 MG TABLET
ASTRAZENECA LP	00186003231	ATACAND 32 MG TABLET
ASTRAZENECA LP	00186003254	ATACAND 32 MG TABLET
ASTRAZENECA LP	00186011001	XYLOCAINE 1% VIAL
ASTRAZENECA LP	00186011201	XYLOCAINE 1% VIAL
ASTRAZENECA LP	00186011291	XYLOCAINE 1% VIAL
ASTRAZENECA LP	00186011401	XYLOCAINE 1%/EPI 1:200,000
ASTRAZENECA LP	00186011412	XYLOCAINE 1%/EPI 1:200,000
ASTRAZENECA LP	00186011481	XYLOCAINE 1%/EPI 1:200,000
ASTRAZENECA LP	00186011501	XYLOCAINE 1%/EPI 1:100,000
ASTRAZENECA LP	00186011612	XYLOCAINE 1%/EPI 1:100,000
ASTRAZENECA LP	00186011701	XYLOCAINE 1.5%/EPI 1:200,000
ASTRAZENECA LP	00186011712	XYLOCAINE 1.5%/EPI 1:200,000
ASTRAZENECA LP	00186011791	XYLOCAINE 1.5%/EPI 1:200,000
ASTRAZENECA LP	00186012001	XYLOCAINE 2% DENTAL VIAL
ASTRAZENECA LP	00186012201	XYLOCAINE 2%/EPI 1:200,000
ASTRAZENECA LP	00186012212	XYLOCAINE 2%/EPI 1:200,000
ASTRAZENECA LP	00186012291	XYLOCAINE 2%/EPI 1:200,000
ASTRAZENECA LP	00186012601	XYLOCAINE 2%/EPI 1:100,000
ASTRAZENECA LP	00186013501	XYLOCAINE 0.5% VIAL
ASTRAZENECA LP	00186013701	XYLOCAINE 0.5% VIAL
ASTRAZENECA LP	00186014001	XYLOCAINE 0.5%/EPI 1:200,000
ASTRAZENECA LP	00186014501	XYLOCAINE 1% VIAL
ASTRAZENECA LP	00186015001	XYLOCAINE 1%/EPI 1:100,000
ASTRAZENECA LP	00186015501	XYLOCAINE 2% VIAL
ASTRAZENECA LP	00186016001	XYLOCAINE 2%/EPI 1:100,000
ASTRAZENECA LP	00186016228	ATACAND HCT 16/12.5 MG TAB
ASTRAZENECA LP	00186016264	ATACAND HCT 16/12.5 MG TAB

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
ASTRAZENECA LP	00180201003	XYLOCAINE-MPF 1% AMPUL
ASTRAZENECA LP	00180201203	XYLOCAINE/DEXTROSE 1.5% AMP
ASTRAZENECA LP	00180201803	XYLOCAINE-MPF 2% AMPUL
ASTRAZENECA LP	00180203003	XYLOCAINE-MPF 1% AMPUL
ASTRAZENECA LP	00180203203	XYLOCAINE IV 2% AMPUL
ASTRAZENECA LP	00180203503	XYLOCAINE-MPF 4% AMPUL
ASTRAZENECA LP	00180204113	XYLOCAINE-MPF 2% VIAL
ASTRAZENECA LP	00180204213	XYLOCAINE-MPF 2% VIAL
ASTRAZENECA LP	00180204312	XYLOCAINE 2% VIAL
ASTRAZENECA LP	00180205002	XYLOCAINE 2%/EPI 1:200,000
ASTRAZENECA LP	00180205002	XYLOCAINE-MPF 1% AMPUL
ASTRAZENECA LP	00180206002	XYLOCAINE 1%/EPI 1:200,000
ASTRAZENECA LP	00180206092	XYLOCAINE 1%/EPI 1:200,000
ASTRAZENECA LP	00180206502	XYLOCAINE 1.5%/EPI 1:200,000
ASTRAZENECA LP	00180206503	XYLOCAINE 1.5%/EPI 1:200,000
ASTRAZENECA LP	00180207512	XYLOCAINE 1% VIAL
ASTRAZENECA LP	00180207613	XYLOCAINE-MPF 1% VIAL
ASTRAZENECA LP	00180207713	XYLOCAINE-MPF 1% VIAL
ASTRAZENECA LP	00180301521	XYLOCAINE 5% OINTMENT
ASTRAZENECA LP	00180302001	XYLOCAINE 4% SOLUTION
ASTRAZENECA LP	00180302220	ATACAND HCT 32/12.5 MG TAB
ASTRAZENECA LP	00180302254	ATACAND HCT 32/12.5 MG TAB
ASTRAZENECA LP	00180303001	XYLOCAINE 2% JELLY
ASTRAZENECA LP	00180303036	XYLOCAINE 2% JELLY
ASTRAZENECA LP	00180303043	XYLOCAINE 2% JELLY SYRINGE
ASTRAZENECA LP	00180303653	XYLOCAINE 2% JELLY SYRINGE
ASTRAZENECA LP	00180306001	XYLOCAINE 2% VISCOUS SOLN
ASTRAZENECA LP	00180306011	XYLOCAINE 2% VISCOUS SOLN
ASTRAZENECA LP	001804045028	PLENDIL 2.5 MG TABLET SA
ASTRAZENECA LP	001804045031	PLENDIL 2.5 MG TABLET SA
ASTRAZENECA LP	001804045058	PLENDIL 2.5 MG TABLET SA
ASTRAZENECA LP	001804045128	PLENDIL 5 MG TABLET SA
ASTRAZENECA LP	001804045131	PLENDIL 5 MG TABLET SA
ASTRAZENECA LP	001804045160	PLENDIL 6 MG TABLET SA
ASTRAZENECA LP	001804045228	PLENDIL 10 MG TABLET SA
ASTRAZENECA LP	001804045231	PLENDIL 10 MG TABLET SA
ASTRAZENECA LP	001804045258	PLENDIL 10 MG TABLET SA
ASTRAZENECA LP	00180505028	PRILOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	00180505031	PRILOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	00180505088	PRILOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	00180505089	PRILOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	001805070210	ENTOCORT EC 3 MG CAPSULE
ASTRAZENECA LP	001805070760	TONOCARD 400 MG TABLET
ASTRAZENECA LP	001805070960	TONOCARD 600 MG TABLET
ASTRAZENECA LP	001805074228	PRILOSEC 20 MG CAPSULE DR
ASTRAZENECA LP	001805074231	PRILOSEC 20 MG CAPSULE DR
ASTRAZENECA LP	001805074282	PRILOSEC 20 MG CAPSULE DR
ASTRAZENECA LP	001805074328	PRILOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	001805074331	PRILOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	001805074358	PRILOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	001805074382	PRILOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	001805085031	NAROPIN 2 MG/ML INFUSION BTL
ASTRAZENECA LP	001805085091	NAROPIN 2 MG/ML INFUSION BTL
ASTRAZENECA LP	001805085344	NAROPIN 5 MG/ML AMPULE
ASTRAZENECA LP	001805085363	NAROPIN 5 MG/ML VIAL
ASTRAZENECA LP	001805091542	PULMICORT 200 MCG TURBUHALER
ASTRAZENECA LP	001805097186	NESACAIN 1% VIAL
ASTRAZENECA LP	001805097266	NESACAIN 2% VIAL
ASTRAZENECA LP	001805098166	NESACAIN-MPF 2% VIAL
ASTRAZENECA LP	001805098286	NESACAIN-MPF 3% VIAL
ASTRAZENECA LP	001805033801	SENSOCORNEPI 0.75%/0.0005
ASTRAZENECA LP	001805075809	RHINOCORT NASAL INHALER
ASTRAZENECA LP	001805098005	TOPROL XL 25 MG TABLET SA
ASTRAZENECA LP	001805098006	TOPROL XL 50 MG TABLET SA
ASTRAZENECA LP	001805098205	TOPROL XL 100 MG TABLET SA
ASTRAZENECA LP	001805151601	EMLA CREAM W/TEGADERM
ASTRAZENECA LP	001805151603	EMLA CREAM W/TEGADERM
ASTRAZENECA LP	001805151601	EMLA CREAM
ASTRAZENECA LP	001805177001	STREPTASE 200,000 UNITS VIAL
ASTRAZENECA LP	001805177101	STREPTASE 750,000 UNITS VIAL
ASTRAZENECA LP	001805177401	STREPTASE 1.5MM UNITS INFUS BT
ASTRAZENECA LP	001805198604	PULMICORT 0.25 MG/2 ML RESPUL
ASTRAZENECA LP	001805198604	PULMICORT 0.5 MG/2 ML RESPUL
ASTRAZENECA LP	001805202031	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	001805202054	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	001805202082	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	001805202238	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	001805204031	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	001805204094	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	001805204082	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	001805204228	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	00310004010	ELAVIL 10 MG TABLET
ASTRAZENECA LP	00310004110	ELAVIL 50 MG TABLET
ASTRAZENECA LP	00310004210	ELAVIL 75 MG TABLET
ASTRAZENECA LP	00310004310	ELAVIL 100 MG TABLET
ASTRAZENECA LP	00310004510	ELAVIL 25 MG TABLET

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
ASTRAZENECA LP	00310004550	ELAVIL 25 MG TABLET
ASTRAZENECA LP	00310004710	ELAVIL 150 MG TABLET
ASTRAZENECA LP	00310004730	ELAVIL 160 MG TABLET
ASTRAZENECA LP	00310004910	ELAVIL 10 MG/ML VIAL
ASTRAZENECA LP	00310010110	TENORMIN 100 MG TABLET
ASTRAZENECA LP	00310010510	TENORMIN 50 MG TABLET
ASTRAZENECA LP	00310010534	TENORMIN 50 MG TABLET
ASTRAZENECA LP	003100106710	TENORMIN 25 MG TABLET
ASTRAZENECA LP	00310011510	TENORETIC 50 TABLET
ASTRAZENECA LP	00310011710	TENORETIC 100 TABLET
ASTRAZENECA LP	00310013010	ZESTRIL 5 MG TABLET
ASTRAZENECA LP	00310013034	ZESTRIL 5 MG TABLET
ASTRAZENECA LP	00310013039	ZESTRIL 5 MG TABLET
ASTRAZENECA LP	00310013110	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310013134	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310013138	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310013173	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310013210	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310013234	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310013239	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310013273	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310013310	ZESTRIL 30 MG TABLET
ASTRAZENECA LP	00310013410	ZESTRIL 40 MG TABLET
ASTRAZENECA LP	00310013510	ZESTRIL 2.5 MG TABLET
ASTRAZENECA LP	00310014110	ZESTORETIC 10/12.5 TABLET
ASTRAZENECA LP	00310014210	ZESTORETIC 20/12.5 TABLET
ASTRAZENECA LP	00310014510	ZESTORETIC 20/25 TABLET
ASTRAZENECA LP	00310020130	ARIMDEX 1 MG TABLET
ASTRAZENECA LP	00310020920	ZOMIG ZMT 2.5 MG TABLET
ASTRAZENECA LP	00310021321	ZOMIG ZMT 5 MG TABLET
ASTRAZENECA LP	00310027110	SEROQUEL 100 MG TABLET
ASTRAZENECA LP	00310027139	SEROQUEL 100 MG TABLET
ASTRAZENECA LP	00310027210	SEROQUEL 200 MG TABLET
ASTRAZENECA LP	00310027239	SEROQUEL 200 MG TABLET
ASTRAZENECA LP	00310027439	SEROQUEL 300 MG TABLET
ASTRAZENECA LP	00310027460	SEROQUEL 300 MG TABLET
ASTRAZENECA LP	00310027610	SEROQUEL 25 MG TABLET
ASTRAZENECA LP	00310027639	SEROQUEL 25 MG TABLET
ASTRAZENECA LP	00310030011	DIPRIVAN 10 MG/ML VIAL
ASTRAZENECA LP	00310030050	DIPRIVAN 10 MG/ML VIAL
ASTRAZENECA LP	00310030054	DIPRIVAN 10 MG/ML SYRINGE
ASTRAZENECA LP	00310032111	MERREM 1 GM INFUSION BOTTLE
ASTRAZENECA LP	00310032115	MERREM 1 GM ADD-VANTAGE VL
ASTRAZENECA LP	00310032130	MERREM 1 GM VIAL
ASTRAZENECA LP	00310032511	MERREM 500 MG INFUSION BYL
ASTRAZENECA LP	00310032516	MERREM 500 MG ADD-VANTAGE VL
ASTRAZENECA LP	00310032520	MERREM 500 MG VIAL
ASTRAZENECA LP	00310037610	CEFOTAN 10 GM VIAL
ASTRAZENECA LP	00310037610	CEFOTAN 1 GM VIAL
ASTRAZENECA LP	00310037611	CEFOTAN 1 GM PIGGYBACK
ASTRAZENECA LP	00310037631	CEFOTAN 1 GM ADD-VANTAGE VL
ASTRAZENECA LP	00310037720	CEFOTAN 2 GM VIAL
ASTRAZENECA LP	00310037721	CEFOTAN 2 GM PIGGYBACK
ASTRAZENECA LP	00310037732	CEFOTAN 2 GM ADD-VANTAGE VL
ASTRAZENECA LP	00310037851	CEFOTAN 1 GM/50 ML PIGGYBACK
ASTRAZENECA LP	00310037861	CEFOTAN 2 GM/50 ML PIGGYBACK
ASTRAZENECA LP	00310040160	ACCOLATE 10 MG TABLET
ASTRAZENECA LP	00310040239	ACCOLATE 20 MG TABLET
ASTRAZENECA LP	00310040280	ACCOLATE 20 MG TABLET
ASTRAZENECA LP	00310060016	NOLVADEX 10 MG TABLET
ASTRAZENECA LP	00310060060	NOLVADEX 10 MG TABLET
ASTRAZENECA LP	00310060076	NOLVADEX 10 MG TABLET
ASTRAZENECA LP	00310060412	NOLVADEX 20 MG TABLET
ASTRAZENECA LP	00310060430	NOLVADEX 20 MG TABLET
ASTRAZENECA LP	00310060490	NOLVADEX 20 MG TABLET
ASTRAZENECA LP	00310070510	CASODEX 50 MG TABLET
ASTRAZENECA LP	00310070830	CASODEX 50 MG TABLET
ASTRAZENECA LP	00310070539	CASODEX 50 MG TABLET
AXCAN SCANDIPHARM INC	00088012061	BENTYL 10 MG CAPSULE
AXCAN SCANDIPHARM INC	00088012361	BENTYL 20 MG TABLET
AXCAN SCANDIPHARM INC	00088012516	BENTYL 10 MG/5 ML SYRUP
AXCAN SCANDIPHARM INC	00088030923	BENTYL 10 MG/ML AMPUL
AXCAN SCANDIPHARM INC	08914017110	CARAFATE 1 GM TABLET
AXCAN SCANDIPHARM INC	08914017121	CARAFATE 1 GM TABLET
AXCAN SCANDIPHARM INC	08914017130	CARAFATE 1 GM TABLET
AXCAN SCANDIPHARM INC	08914017150	CARAFATE 1 GM TABLET
AXCAN SCANDIPHARM INC	00028286146	PRECOSE 50 MG TABLET
AXCAN SCANDIPHARM INC	00028286251	PRECOSE 100 MG TABLET
AXCAN SCANDIPHARM INC	00026919638	TRASYLOL 10,000 UNITS/ML VIAL
AXCAN SCANDIPHARM INC	00026919763	TRASYLOL 10,000 UNITS/ML VIAL
AXCAN SCANDIPHARM INC	00026951106	CIPRO 100 MG TABLET
AXCAN SCANDIPHARM INC	00026951248	CIPRO 200 MG TABLET
AXCAN SCANDIPHARM INC	00026951251	CIPRO 250 MG TABLET
AXCAN SCANDIPHARM INC	00026951348	CIPRO 500 MG TABLET
AXCAN SCANDIPHARM INC	00026951351	CIPRO 500 MG TABLET
AXCAN SCANDIPHARM INC	00026951448	CIPRO 750 MG TABLET

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
BAYER CORP PHARMACEUTICAL DIV	00028851460	CIPRO 750 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00028851336	CIPRO 5% SUSPENSION
BAYER CORP PHARMACEUTICAL DIV	00028853336	CIPRO 10% SUSPENSION
BERLEX INC	50419010110	QUINAGLUTE DURA-TABS 324 MG
BERLEX INC	50419010111	QUINAGLUTE DURA-TABS 324 MG
BERLEX INC	50419010125	QUINAGLUTE DURA-TABS 324 MG
BERLEX INC	50419010150	QUINAGLUTE DURA-TABS 324 MG
BERTEK PHARMACEUTICALS INC	6279015102	MENTAX 1% CREAM
BERTEK PHARMACEUTICALS INC	6279015103	MENTAX 1% CREAM
BIOGEN IDEC MA INC	59627000103	AVONEX ADMIN PACK 30 MCG VL
BIOVAIL PHARMACEUTICALS INC	00089177147	CARDIZEM 30 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00089177156	CARDIZEM 30 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00089177160	CARDIZEM 30 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00089177247	CARDIZEM 60 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00089177255	CARDIZEM 60 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00089177260	CARDIZEM 60 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00089177747	CARDIZEM SR 60 MG CAPSULE SA
BIOVAIL PHARMACEUTICALS INC	00089177847	CARDIZEM SR 90 MG CAPSULE SA
BIOVAIL PHARMACEUTICALS INC	00089177847	CARDIZEM SR 120 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00089178815	CARDIZEM 100 MG MONOVALENT
BIOVAIL PHARMACEUTICALS INC	00089178917	CARDIZEM 5 MG/ML LYO-JECT
BIOVAIL PHARMACEUTICALS INC	00089178917	CARDIZEM 90 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00089179530	CARDIZEM CD 120 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00089179542	CARDIZEM CD 120 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00089179630	CARDIZEM CD 180 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00089179642	CARDIZEM CD 180 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00089179730	CARDIZEM CD 240 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00089179742	CARDIZEM CD 240 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00089179830	CARDIZEM CD 300 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00089179842	CARDIZEM CD 300 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00173099341	ZOVIRAX 5% OINTMENT
BIOVAIL PHARMACEUTICALS INC	64453079247	CARDIZEM 120 MG TABLET
BIOVAIL PHARMACEUTICALS INC	64453079549	CARDIZEM CD 120 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64453079649	CARDIZEM CD 180 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64453079650	CARDIZEM CD 180 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64453079749	CARDIZEM CD 240 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64453079849	CARDIZEM CD 300 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	64453079842	CARDIZEM CD 360 MG CAP SA
BLANK	00028061320	PLASMANATE 5% IV SOLUTION
BLANK	00028061325	PLASMANATE 5% IV SOLUTION
BLANK	00028068415	PLASBULMIN-25 IV SOLUTION
BLANK	00028068420	PLASBULMIN-25 IV SOLUTION
BLANK	00028068471	PLASBULMIN-25 IV SOLUTION
BLANK	00028068420	PLASBULMIN-5 IV SOLUTION
BLANK	00028068525	PLASBULMIN-5 IV SOLUTION
BLANK	00085026301	K-DUR 10 MEQ TABLET SA
BLANK	00085026381	K-DUR 10 MEQ TABLET SA
BLANK	00085070304	TRINALIN REPETABS
BLANK	00085078701	K-DUR 20 MEQ TABLET SA
BLANK	00085078706	K-DUR 20 MEQ TABLET SA
BLANK	00085078710	K-DUR 20 MEQ TABLET SA
BLANK	00085078781	K-DUR 20 MEQ TABLET SA
BLANK	00085081930	NITRO-DUR 0.8 MG/HR PATCH
BLANK	00085081935	NITRO-DUR 0.8 MG/HR PATCH
BLANK	0008513601	INTEGRILIN 75 MG/100 ML VIAL
BLANK	0008516383	IMDUR 120 MG TABLET SA
BLANK	0008516394	IMDUR 120 MG TABLET SA
BLANK	0008517761	INTEGRILIN 200 MG/100 ML VIAL
BLANK	00085177702	INTEGRILIN 200 MG/100 ML VIAL
BLANK	0008530601	IMDUR 30 MG TABLET SA
BLANK	0008530603	IMDUR 30 MG TABLET SA
BLANK	00085331630	NITRO-DUR 0.3 MG/HR PATCH
BLANK	00085331635	NITRO-DUR 0.3 MG/HR PATCH
BLANK	00085411001	IMDUR 60 MG TABLET SA
BLANK	00085411003	IMDUR 60 MG TABLET SA
BLANK	11894001104	DEFINITY 1.1 MG/ML VIAL
BLANK	54092038301	ADDERALL XR 10 MG CAPSULE SA
BLANK	54092038701	ADDERALL XR 20 MG CAPSULE SA
BLANK	54092038901	ADDERALL XR 30 MG CAPSULE SA
BLANK	00087001142	CAPCIT 20 MG/ML VIAL
BLANK	00087011142	CAPCIT 20 MG/ML ORAL SOLN
BLANK	00597000180	AGGRENOX CAPSULE SA
BLANK	00597000601	CATAPRES 0.1 MG TABLET
BLANK	00597000701	CATAPRES 0.2 MG TABLET
BLANK	00597001101	CATAPRES 0.3 MG TABLET
BLANK	00597001314	COMBIVENT INHALER
BLANK	00597001701	PERSANTINE 25 MG TABLET
BLANK	00597001801	PERSANTINE 50 MG TABLET
BLANK	00597001901	PERSANTINE 75 MG TABLET
BLANK	00597002001	SERENTIL 10 MG TABLET
BLANK	00597002101	SERENTIL 25 MG TABLET
BLANK	00597002301	SERENTIL 100 MG TABLET
BLANK	00597002504	SERENTIL 25 MG/ML ORAL CONC
BLANK	00597002702	SERENTIL 25 MG/ML AMPUL
BLANK	00597003112	CATAPRES-TTS 1 PATCH
BLANK	00597003212	CATAPRES-TTS 2 PATCH

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597003334	CATAPRES-TTS 3 PATCH
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597004601	VIRAMUNE 200 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597004660	VIRAMUNE 200 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597004661	VIRAMUNE 200 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597004724	VIRAMUNE 50 MG/5 ML SUSP
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597006001	MEXITIL 150 MG CAPSULE
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597006701	MEXITIL 200 MG CAPSULE
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597006801	MEXITIL 250 MG CAPSULE
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597007017	ALUPENT 650 MCG INHALER COMP
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597008062	ATROVENT 0.02% SOLUTION
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597008130	ATROVENT 0.03% SPRAY
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597008214	ATROVENT INHALER
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597008676	ATROVENT 0.06% SPRAY
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00014050241	CYTOXAN 500 MG VIAL
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00014050541	CYTOXAN 1 GM VIAL
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00014050641	CYTOXAN 2 GM VIAL
BRISTOL MYERS SQUIBB CO	00011111750	TEQUIN 200 MG TABLET
BRISTOL MYERS SQUIBB CO	00011111780	TEQUIN 200 MG TABLET
BRISTOL MYERS SQUIBB CO	00011111780	TEQUIN 400 MG TABLET
BRISTOL MYERS SQUIBB CO	00011111780	TEQUIN 400 MG TABLET
BRISTOL MYERS SQUIBB CO	00013301238	BICNU 100 MG VIAL
BRISTOL MYERS SQUIBB CO	00013301297	BICNU 100 MG VIAL
BRISTOL MYERS SQUIBB CO	00013303020	CEENU 10 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00013303120	CEENU 40 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00013303220	CEENU 100 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00013303410	CEENU DOSE PACK
BRISTOL MYERS SQUIBB CO	00013307518	VUMON 10 MG/ML AMPUL
BRISTOL MYERS SQUIBB CO	00013307597	VUMON 10 MG/ML AMPUL
BRISTOL MYERS SQUIBB CO	00013308060	LYSODREN 500 MG TABLET
BRISTOL MYERS SQUIBB CO	00013309145	VEPESID 50 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00013321330	PARAPLATIN 50 MG VIAL
BRISTOL MYERS SQUIBB CO	00013321430	PARAPLATIN 150 MG VIAL
BRISTOL MYERS SQUIBB CO	00013321530	PARAPLATIN 450 MG VIAL
BRISTOL MYERS SQUIBB CO	00013334026	ETOPPOSID 100 MG VIAL
BRISTOL MYERS SQUIBB CO	00056016870	COUMADIN 4 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016875	COUMADIN 4 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016890	COUMADIN 4 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016870	COUMADIN 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016875	COUMADIN 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00056016890	COUMADIN 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017070	COUMADIN 2 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017075	COUMADIN 2 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017060	COUMADIN 2 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017270	COUMADIN 5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017275	COUMADIN 5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017280	COUMADIN 5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017370	COUMADIN 7.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017375	COUMADIN 7.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017470	COUMADIN 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017475	COUMADIN 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017670	COUMADIN 2.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017675	COUMADIN 2.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056017890	COUMADIN 2.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018870	COUMADIN 3 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018875	COUMADIN 3 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018890	COUMADIN 3 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018970	COUMADIN 6 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018975	COUMADIN 6 MG TABLET
BRISTOL MYERS SQUIBB CO	00056018990	COUMADIN 6 MG TABLET
BRISTOL MYERS SQUIBB CO	00056047030	SUSTIVA 50 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00056047330	SUSTIVA 100 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00056047492	SUSTIVA 200 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00087003147	SERZONE 50 MG TABLET
BRISTOL MYERS SQUIBB CO	00087003231	SERZONE 100 MG TABLET
BRISTOL MYERS SQUIBB CO	00087003331	SERZONE 200 MG TABLET
BRISTOL MYERS SQUIBB CO	00087003631	SERZONE 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087004131	SERZONE 250 MG TABLET
BRISTOL MYERS SQUIBB CO	00087015846	MONOPRIL 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00087015885	MONOPRIL 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00087048841	POLY-VI-FLO 0.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087047402	POLY-VI-FLO 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00087048741	POLY-VI-FLO 0.25 MG TAB CHW
BRISTOL MYERS SQUIBB CO	00087048841	POLY-VI-FLO/IRON 0.25 MG TB
BRISTOL MYERS SQUIBB CO	00087050201	CYTOXAN 500MG VIAL
BRISTOL MYERS SQUIBB CO	00087060942	MONOPRIL 20 MG TABLET
BRISTOL MYERS SQUIBB CO	00087060945	MONOPRIL 20 MG TABLET
BRISTOL MYERS SQUIBB CO	00087060965	MONOPRIL 20 MG TABLET
BRISTOL MYERS SQUIBB CO	00087102013	MONOPRIL 40 MG TABLET
BRISTOL MYERS SQUIBB CO	00087102201	MONOPRIL HCT 10/12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087102301	MONOPRIL HCT 20/12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277131	AVAPRO 75 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277132	AVAPRO 75 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277215	AVAPRO 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277231	AVAPRO 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277232	AVAPRO 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277235	AVAPRO 150 MG TABLET

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
BRISTOL MYERS SQUIBB CO	00087777315	AVAPRO 300 MG TABLET
BRISTOL MYERS SQUIBB CO	00087777331	AVAPRO 300 MG TABLET
BRISTOL MYERS SQUIBB CO	00087777332	AVAPRO 300 MG TABLET
BRISTOL MYERS SQUIBB CO	00087777531	AVALIDE 150-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087777532	AVALIDE 150-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087777531	AVALIDE 300-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087777532	AVALIDE 300-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087777531	AVALIDE 300-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087777532	AVALIDE 300-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087565041	STADOL NS 10 MG/ML SPRAY
BRISTOL MYERS SQUIBB CO	00087607211	GLUCOVANCE 1.25/250 MG TAB
BRISTOL MYERS SQUIBB CO	00087607311	GLUCOVANCE 2.5/500 MG TAB
BRISTOL MYERS SQUIBB CO	00087607411	GLUCOVANCE 5/500 MG TAB
BRISTOL MYERS SQUIBB CO	00087657117	VIOX EC 125 MG CAP SA
BRISTOL MYERS SQUIBB CO	00087657217	VIOX EC 200 MG CAP SA
BRISTOL MYERS SQUIBB CO	00087657317	VIOX EC 250 MG CAP SA
BRISTOL MYERS SQUIBB CO	00087657417	VIOX EC 400 MG CAP SA
BRISTOL MYERS SQUIBB CO	00087718400	CEFZIL 125 MG/5 ML SUSPENSION
BRISTOL MYERS SQUIBB CO	00087718402	CEFZIL 125 MG/5 ML SUSPENSION
BRISTOL MYERS SQUIBB CO	00087718404	CEFZIL 125 MG/5 ML SUSPENSION
BRISTOL MYERS SQUIBB CO	00087718400	CEFZIL 250 MG/5 ML SUSPENSION
BRISTOL MYERS SQUIBB CO	00087718402	CEFZIL 250 MG/5 ML SUSPENSION
BRISTOL MYERS SQUIBB CO	00087718404	CEFZIL 250 MG/5 ML SUSPENSION
BRISTOL MYERS SQUIBB CO	00087720600	CEFZIL 500 MG TABLET
BRISTOL MYERS SQUIBB CO	00087721500	CEFZIL 500 MG TABLET
BRISTOL MYERS SQUIBB CO	00087721500	CEFZIL 500 MG TABLET
BRISTOL MYERS SQUIBB CO	53653117101	PLAVIX 75 MG TABLET
BRISTOL MYERS SQUIBB CO	53653117103	PLAVIX 75 MG TABLET
BRISTOL MYERS SQUIBB CO	53653117105	PLAVIX 75 MG TABLET
BRISTOL MYERS SQUIBB CO	53653117105	PLAVIX 75 MG TABLET
BRISTOL MYERS SQUIBB CO	53653117105	PLAVIX 75 MG TABLET
DEY LP	49502150001	EPIDIN 0.3 MG AUTO-INJECTOR
DEY LP	49502150002	EPIDIN 0.3 MG AUTO-INJECTOR
DEY LP	49502150101	EPIDIN JR 0.15 MG AUTO-INJECT
DEY LP	49502150102	EPIDIN JR 0.15 MG AUTO-INJECT
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310402	PROZAC 10 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310501	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310502	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310507	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310530	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310533	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310561	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310582	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777310730	PROZAC 40 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	00777312058	PROZAC 20 MG/5 ML SOLUTION
ELI LILLY AND CO	00002400701	QUINIDINE GLUC 80 MG/ML VIAL
ELI LILLY AND CO	00002300475	PROZAC WEEKLY 90 MG CAPSULE
ELI LILLY AND CO	00002312642	VANCOCIN HCL 125 MG PULVULE
ELI LILLY AND CO	00002312642	VANCOCIN HCL 250 MG PULVULE
ELI LILLY AND CO	00002400802	PROZAC 10 MG TABLET
ELI LILLY AND CO	00002400830	PROZAC 10 MG TABLET
ELI LILLY AND CO	00002411204	ZYPREXA 2.5 MG TABLET
ELI LILLY AND CO	00002411233	ZYPREXA 2.5 MG TABLET
ELI LILLY AND CO	00002411260	ZYPREXA 2.5 MG TABLET
ELI LILLY AND CO	00002411504	ZYPREXA 5 MG TABLET
ELI LILLY AND CO	00002411533	ZYPREXA 5 MG TABLET
ELI LILLY AND CO	00002411580	ZYPREXA 5 MG TABLET
ELI LILLY AND CO	00002411633	ZYPREXA 7.5 MG TABLET
ELI LILLY AND CO	00002411680	ZYPREXA 7.5 MG TABLET
ELI LILLY AND CO	00002411704	ZYPREXA 10 MG TABLET
ELI LILLY AND CO	00002411733	ZYPREXA 10 MG TABLET
ELI LILLY AND CO	00002411760	ZYPREXA 10 MG TABLET
ELI LILLY AND CO	00002416502	EVISTA 60 MG TABLET
ELI LILLY AND CO	00002416507	EVISTA 60 MG TABLET
ELI LILLY AND CO	00002416530	EVISTA 60 MG TABLET
ELI LILLY AND CO	00002411504	ZYPREXA 15 MG TABLET
ELI LILLY AND CO	00002411533	ZYPREXA 15 MG TABLET
ELI LILLY AND CO	00002411550	ZYPREXA 15 MG TABLET
ELI LILLY AND CO	00002412004	ZYPREXA 20 MG TABLET
ELI LILLY AND CO	00002412033	ZYPREXA 20 MG TABLET
ELI LILLY AND CO	00002412060	ZYPREXA 20 MG TABLET
ELI LILLY AND CO	00002415301	ZYPREXA ZYDIS 5 MG TABLET
ELI LILLY AND CO	00002415385	ZYPREXA ZYDIS 5 MG TABLET
ELI LILLY AND CO	00002415401	ZYPREXA ZYDIS 10 MG TABLET
ELI LILLY AND CO	00002415405	ZYPREXA ZYDIS 10 MG TABLET
ELI LILLY AND CO	00002415501	ZYPREXA ZYDIS 15 MG TAB
ELI LILLY AND CO	00002415508	ZYPREXA ZYDIS 15 MG TAB
ELI LILLY AND CO	00002415601	ZYPREXA ZYDIS 20 MG TABLET
ELI LILLY AND CO	00002415685	ZYPREXA ZYDIS 20 MG TAB
ELI LILLY AND CO	00002714001	REOPRO 2 MG/ML VIAL
ELI LILLY AND CO	00002713501	HUMATROPE 5 MG VIAL
ELI LILLY AND CO	00002713516	HUMATROPE 5 MG VIAL
ELI LILLY AND CO	00002715101	HUMALOG 100 UNITS/ML VIAL
ELI LILLY AND CO	00002715101	HUMALOG MIX 75/25 VIAL
ELI LILLY AND CO	00002715101	HUMALOG 100 UNITS/ML CARTRIDGE
ELI LILLY AND CO	00002715101	HUMALOG 100 UNITS/ML CARTRIDGE
ELI LILLY AND CO	00002715101	HUMALOG 100 UNITS/ML CARTRIDGE
ELI LILLY AND CO	00002715501	XIGRIS 5 MG VIAL
ELI LILLY AND CO	00002715501	XIGRIS 20 MG VIAL

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
ELI LILLY AND CO	00002603101	GLUCAGON 1 MG EMERGENCY KIT
ELI LILLY AND CO	00002608901	HUMATROPE 5 MG CARTRIDGE
ELI LILLY AND CO	00002609001	HUMATROPE 12 MG CARTRIDGE
ELI LILLY AND CO	00002609101	HUMATROPE 24 MG CARTRIDGE
ELI LILLY AND CO	00002650101	HUMALIN R 500 UNITS/ML VIAL
ELI LILLY AND CO	00430043514	SARAFEM 10 MG PULVULE
ELI LILLY AND CO	00430043614	SARAFEM 20 MG PULVULE
FERNDAL LABORATORIES INC	00495071603	PRAMOSONE 1% CREAM
FERNDAL LABORATORIES INC	00495071604	PRAMOSONE 1% CREAM
FERNDAL LABORATORIES INC	00495071703	PRAMOSONE 2.5% CREAM
FERNDAL LABORATORIES INC	00495071704	PRAMOSONE 2.5% CREAM
FERNDAL LABORATORIES INC	00495072604	PRAMOSONE 2.5% LOTION
FERNDAL LABORATORIES INC	00495072606	PRAMOSONE 2.5% LOTION
FERNDAL LABORATORIES INC	00495072903	PRAMOSONE 1% LOTION
FERNDAL LABORATORIES INC	00495072904	PRAMOSONE 1% LOTION
FERNDAL LABORATORIES INC	00495072906	PRAMOSONE 1% LOTION
FERNDAL LABORATORIES INC	00495076304	PRAMOSONE 1% OINTMENT
FERNDAL LABORATORIES INC	00495077704	PRAMOSONE 2.5% OINTMENT
FERNDAL LABORATORIES INC	00495077804	ANAL PRAM-HC 1% CREAM
FERNDAL LABORATORIES INC	00495080004	ANAL PRAM-HC 2.5% CREAM
FERNDAL LABORATORIES INC	00495082904	ANAL PRAM-HC 2.5% LOTION
FERNDAL LABORATORIES INC	00495085745	CLINAC BPO 7% GEL
FIRST HORIZON PHARMACEUTICAL CORP	00310089139	SULAR 10 MG TABLET SA
FIRST HORIZON PHARMACEUTICAL CORP	00310089239	SULAR 20 MG TABLET SA
FIRST HORIZON PHARMACEUTICAL CORP	00310089339	SULAR 30 MG TABLET SA
FIRST HORIZON PHARMACEUTICAL CORP	59630042090	PRENATE ADVANCE TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59630044010	SULAR 10 MG TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59630044110	SULAR 20 MG TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59630044210	SULAR 30 MG TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59630044310	SULAR 40 MG TABLET
FOREST PHARMACEUTICALS INC	00456004001	THYROLAR-1/4 STRENGTH TAB
FOREST PHARMACEUTICALS INC	00456004501	THYROLAR-1/2 STRENGTH TAB
FOREST PHARMACEUTICALS INC	00456005001	THYROLAR-1 STRENGTH TABLET
FOREST PHARMACEUTICALS INC	00456005501	THYROLAR-2 STRENGTH TABLET
FOREST PHARMACEUTICALS INC	00456006001	THYROLAR-3 STRENGTH TABLET
FOREST PHARMACEUTICALS INC	00456045701	ARMOUR THYROID 15 MG TABLET
FOREST PHARMACEUTICALS INC	00456045800	ARMOUR THYROID 30 MG TABLET
FOREST PHARMACEUTICALS INC	00456045801	ARMOUR THYROID 30 MG TABLET
FOREST PHARMACEUTICALS INC	00456045863	ARMOUR THYROID 30 MG TABLET
FOREST PHARMACEUTICALS INC	00456045900	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456045901	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456045951	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456045963	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456046001	ARMOUR THYROID 90 MG TABLET
FOREST PHARMACEUTICALS INC	00456046100	ARMOUR THYROID 120 MG TABLET
FOREST PHARMACEUTICALS INC	00456046101	ARMOUR THYROID 120 MG TABLET
FOREST PHARMACEUTICALS INC	00456046163	ARMOUR THYROID 120 MG TABLET
FOREST PHARMACEUTICALS INC	00456046200	ARMOUR THYROID 180 MG TABLET
FOREST PHARMACEUTICALS INC	00456046201	ARMOUR THYROID 180 MG TABLET
FOREST PHARMACEUTICALS INC	00456046301	ARMOUR THYROID 240 MG TABLET
FOREST PHARMACEUTICALS INC	00456046401	ARMOUR THYROID 300 MG TABLET
FOREST PHARMACEUTICALS INC	00456052101	FLUMADINE 100 MG TABLET
FOREST PHARMACEUTICALS INC	00456052709	FLUMADINE 50 MG/5 ML SYRUP
FOREST PHARMACEUTICALS INC	00456060101	BANCAP HC CAPSULE
FOREST PHARMACEUTICALS INC	00456063001	ESGIC TABLET
FOREST PHARMACEUTICALS INC	00456064508	ELIXOPHYLLIN HQ ELIXIR
FOREST PHARMACEUTICALS INC	00456064808	ELIXOPHYLLIN HQ 100/100 LIQ
FOREST PHARMACEUTICALS INC	00456064818	ELIXOPHYLLIN HQ 100/100 LIQ
FOREST PHARMACEUTICALS INC	00456067099	AEROBID-M AEROSOL W/ADAPTER
FOREST PHARMACEUTICALS INC	00456067299	AEROBID AEROSOL W/ADAPTER
FOREST PHARMACEUTICALS INC	00456067801	ESGIC-PLUS TABLET
FOREST PHARMACEUTICALS INC	00456068801	TESSALON PERLE 100 MG CAP
FOREST PHARMACEUTICALS INC	00456068802	TESSALON PERLE 100 MG CAP
FOREST PHARMACEUTICALS INC	00456069801	TESSALON 200 MG CAPSULE
FOREST PHARMACEUTICALS INC	00456070101	CELEXA 10 MG TABLET
FOREST PHARMACEUTICALS INC	00456072001	CELEXA 20 MG TABLET
FOREST PHARMACEUTICALS INC	00456072053	CELEXA 20 MG TABLET
FOREST PHARMACEUTICALS INC	00456074001	CELEXA 40 MG TABLET
FOREST PHARMACEUTICALS INC	00456074063	CELEXA 40 MG TABLET
FOREST PHARMACEUTICALS INC	00456073863	CERVIXL 10 MG VAGINAL INSERT
FOREST PHARMACEUTICALS INC	00456073008	CELEXA 10 MG/5 ML SOLUTION
FOREST PHARMACEUTICALS INC	00456090008	MONUROL 3 GM SACHET
FOREST PHARMACEUTICALS INC	00635001101	ESGIC TABLET
FOREST PHARMACEUTICALS INC	00785112001	LORCET-HD CAPSULE
FOREST PHARMACEUTICALS INC	00785112201	LORCET PLUS TABLET
FOREST PHARMACEUTICALS INC	00785112250	LORCET PLUS TABLET
FOREST PHARMACEUTICALS INC	00785112263	LORCET PLUS TABLET
FOREST PHARMACEUTICALS INC	00785555001	LORCET 10/650 TABLET
FOREST PHARMACEUTICALS INC	00785555050	LORCET 10/650 TABLET
FOREST PHARMACEUTICALS INC	00785555083	LORCET 10/650 TABLET
GENENTECH INC	50242001502	PROTROPIN 5 MG VIAL
GENENTECH INC	50242001664	PROTROPIN 5 MG VIAL
GENENTECH INC	50242001620	PROTROPIN 10 MG VIAL
GENENTECH INC	50242001665	PROTROPIN 10 MG VIAL
GENENTECH INC	50242001820	NUTROPIN 10 MG VIAL
GENENTECH INC	50242001868	NUTROPIN 5 MG VIAL

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
GENENTECH INC	50242002007	NUTROPIN 10 MG VIAL
GENENTECH INC	50242002219	NUTROPIN AQ 5 MG/ML VIAL
GENENTECH INC	50242002308	NUTROPIN AQ 5 MG/ML VIAL
GENENTECH INC	50242002608	NUTROPIN AQ 5 MG/ML VIAL
GENENTECH INC	50242002849	PROTOPIN 5 MG VIAL
GENENTECH INC	50242003050	PROTOPIN 10 MG VIAL
GENENTECH INC	50242003235	NUTROPIN DEPOT 13.5 MG KIT
GENENTECH INC	50242003249	NUTROPIN 5 MG VIAL
GENENTECH INC	50242003441	NUTROPIN DEPOT 18 MG KIT
GENENTECH INC	50242003460	NUTROPIN 10 MG VIAL
GENENTECH INC	50242003654	NUTROPIN DEPOT 22.5 MG KIT
GENENTECH INC	50242007202	NUTROPIN 5 MG VIAL
GENENTECH INC	50242010039	PULMOZYME 1 MG/ML AMPUL
GENENTECH INC	50242010040	PULMOZYME 1 MG/ML AMPUL
GENENTECH INC	50242011411	NUTROPIN AQ 5 MG/ML VIAL
CHILEAD SCIENCES INC	61950040101	VIREAD 300 MG TABLET
CHILEAD SCIENCES INC	61950050101	HEPSERA 10 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173010793	RETROVIR IV INFUSION VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173010855	RETROVIR 100 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173010856	RETROVIR 100 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173011318	RETROVIR 10 MG/ML SYRUP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173013565	WELLBUTRIN SR 150 MG TAB SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173017755	WELLBUTRIN 75 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173017855	WELLBUTRIN 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173020155	DARAPRIM 25 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173023044	DIGIBIND 50 MG VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024255	LANOXIN 125 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024256	LANOXIN 125 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024275	LANOXIN 125 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024855	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024956	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024976	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024980	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173026427	LANOXIN 50 MCG/ML ELIXIR
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173032188	VENTOLIN 90 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173032198	VENTOLIN 90 MCG INH REFILL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173033502	BECONASE 42 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034412	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034414	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034417	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034442	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034447	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038354	ZANTAC 15 MG/ML SYRUP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038700	CEFTIN 250 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038701	CEFTIN 250 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038742	CEFTIN 250 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038878	BECONASE AQ 0.042% SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038308	ZANTAC 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038940	ZANTAC 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038347	ZANTAC 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039400	CEFTIN 500 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039401	CEFTIN 500 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039442	CEFTIN 500 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039501	CEFTIN 125 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173040600	CEFTIN 125 MG/5 ML ORAL SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173042702	ZANTAC 150 MG EFFERDOSE TAB
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044290	ZOFRAN 2 MG/ML VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044600	ZOFRAN 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044692	ZOFRAN 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044604	ZOFRAN 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044700	ZOFRAN 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044702	ZOFRAN 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044704	ZOFRAN 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044801	IMITREX 6 MG/0.5 ML KIT REFILL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044802	IMITREX 6 MG/0.5 ML VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173045003	IMITREX 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173045301	FLONASE 0.05% NASAL SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173045900	IMITREX 50 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046002	IMITREX 25 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046100	ZOFRAN 32 MG/50 ML BAG
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046400	SEREVENT 21 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046500	SEREVENT 21 MCG INH REFILL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046700	SEREVENT 21 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046800	BECONASE 42 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173047001	EPIVIR 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173047100	EPIVIR 10 MG/ML ORAL SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173047800	IMITREX 6 MG/0.5 ML KIT REFILL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173047900	IMITREX 6 MG/0.5 ML SYRING KIT
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173047900	ZOFRAN 4 MG/50 ML ORAL SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049108	FLOVENT 44 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049400	FLOVENT 110 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049800	FLOVENT 220 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049700	FLOVENT 220 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049800	FLOVENT 110 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049900	FLOVENT 220 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173050100	RETROVIR 300 MG TABLET

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173060400	FLOVENT 250 MCG ROTADISK
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173060900	FLOVENT 100 MCG ROTADISK
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173061100	FLOVENT 60 MCG ROTADISK
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173061700	FLOLAN 0.5 MG VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173061800	DILUENT FOR FLOLAN VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173062000	SEREVENT DISKUS 50 MCG
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173062100	SEREVENT DISKUS 60 MCG
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173062300	IMITREX 20 MG NASAL SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173062400	IMITREX 5 MG NASAL SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173062600	LAMICTAL 5 MG DISPER TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173062700	LAMICTAL 25 MG DISPER TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173064700	MEPRON 750 MG/5 ML SUSPENSION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173065400	CEFTIN 250 MG/5 ML ORAL SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173065500	CEFTIN 250 MG/5 ML ORAL SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173065801	ZYBAN 150 MG TABLET SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173065802	ZYBAN 150 MG TABLET SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173065100	AMERGE 1 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173066200	AMERGE 2.5 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173066502	VALTREX 1 GM CAPLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173066900	ZOFRAN ODT 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173067000	ZOFRAN ODT 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173067004	ZOFRAN ODT 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173069500	COMBIVIR TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173069502	COMBIVIR TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173069302	LAMICTAL 25 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173069308	LEUKERAN 2 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730694258	LAMICTAL 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730694360	LAMICTAL 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730694480	LAMICTAL 200 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173069601	NAVIBINE 10 MG/ML VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173069644	NAVIBINE 10 MG/ML VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730696100	ZIAGEN 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730696101	ZIAGEN 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730696200	EPIVIR HBV 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730696300	EPIVIR HBV 25 MG/5 ML SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730696400	ZIAGEN 20 MG/ML SOLUTION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730696518	MEPRON 750 MG/5 ML SUSPENSION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730697200	AGENERASE 150 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730697601	MALARONE 250-100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730697801	MALARONE 62.5-25 MG PED TAB
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730697900	AGENERASE 50 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730698000	ZOFRAN 24 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730698101	RELENZA 5 MG DISKHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730698700	AGENERASE 15 MG/ML ORAL SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730698100	TRIZIVIR TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173069900	ADVAIR 100/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173069962	ADVAIR 100/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730699600	ADVAIR 250/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730699602	ADVAIR 250/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730699700	ADVAIR 500/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730699702	ADVAIR 500/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173071325	MYLERAN 2 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730699025	THIOGUANINE TABLOID 40 MG TB
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730693303	VALTREX 500 MG CAPLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730693356	VALTREX 500 MG CAPLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730694555	ZOVIRAX 800 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730694755	WELLBUTRIN SR 100 MG TAB SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730694955	ZOVIRAX 400 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730695201	ZOVIRAX 1,000 MG VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730695386	ZOVIRAX 200 MG/5 ML SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730695155	ZOVIRAX 200 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730695156	ZOVIRAX 200 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730695501	ZOVIRAX 500 MG VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	57844062207	PURINETHOL 50 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	57844062282	PURINETHOL 50 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	59572030101	ALKERAN 80 MG VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	59572030250	ALKERAN 2 MG TABLET
HAWTHORN PHARMACEUTICALS	83717057604	DIYAN-D SUSPENSION
HOECHST ROUSSEL PHARMACEUTICALS DIV	00039005005	DIABETA 1.25MG TABLET
HOFFMANN LA ROCHE INC	00004002828	NAPROSYN 125 MG/5 ML SUSPEN
HOFFMANN LA ROCHE INC	00004002822	VALCYTE 450 MG TABLET
HOFFMANN LA ROCHE INC	00004005801	KLONOPIN 1 MG TABLET
HOFFMANN LA ROCHE INC	00004005801	KLONOPIN 0.5 MG TABLET
HOFFMANN LA ROCHE INC	00004005801	KLONOPIN 2 MG TABLET
HOFFMANN LA ROCHE INC	00004012101	BUMEX 1 MG TABLET
HOFFMANN LA ROCHE INC	00004012111	BUMEX 1 MG TABLET
HOFFMANN LA ROCHE INC	00004012114	BUMEX 1 MG TABLET
HOFFMANN LA ROCHE INC	00004012501	BUMEX 0.5 MG TABLET
HOFFMANN LA ROCHE INC	00004012511	BUMEX 0.5 MG TABLET
HOFFMANN LA ROCHE INC	00004013001	ROCALTROL 0.25 MCG CAPSULE
HOFFMANN LA ROCHE INC	00004013023	ROCALTROL 0.25 MCG CAPSULE
HOFFMANN LA ROCHE INC	00004014001	ROCALTROL 0.5 MCG CAPSULE
HOFFMANN LA ROCHE INC	00004011103	FANSIDAR 500/250 TABLET
HOFFMANN LA ROCHE INC	00004014201	BUMEX 2 MG TABLET
HOFFMANN LA ROCHE INC	00004014211	BUMEX 2 MG TABLET
HOFFMANN LA ROCHE INC	00004014851	VERSED 10 MG/5 ML SYRUP

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
HOFFMANN LA ROCHE INC	00001017202	LARIAM 250 MG TABLET
HOFFMANN LA ROCHE INC	00001018022	CARDENE SR 30 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00001018091	CARDENE SR 30 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00001018122	CARDENE SR 45 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00001018191	CARDENE SR 45 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00001018222	CARDENE SR 60 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00001018301	CARDENE 20 MG CAPSULE
HOFFMANN LA ROCHE INC	00001018401	CARDENE 30 MG CAPSULE
HOFFMANN LA ROCHE INC	00001022001	HIVID 0.375 MG TABLET
HOFFMANN LA ROCHE INC	00001022101	HIVID 0.750 MG TABLET
HOFFMANN LA ROCHE INC	00001023909	KYTRIL 1 MG/ML VIAL
HOFFMANN LA ROCHE INC	00001024009	KYTRIL 1 MG/ML VIAL
HOFFMANN LA ROCHE INC	00001024513	INVIRASE 200 MG CAPSULE
HOFFMANN LA ROCHE INC	00001024648	FORTOVASE 200 MG SOFTGEL CAP
HOFFMANN LA ROCHE INC	00001025001	VESANOID 10 MG CAPSULE
HOFFMANN LA ROCHE INC	00001025052	XENICAL 120 MG CAPSULE
HOFFMANN LA ROCHE INC	00001025901	CELLCEPT 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00001025906	CELLCEPT 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00001025943	CELLCEPT 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00001026001	CELLCEPT 500 MG TABLET
HOFFMANN LA ROCHE INC	00001026043	CELLCEPT 500 MG TABLET
HOFFMANN LA ROCHE INC	00001026129	CELLCEPT 200 MG/ML ORAL SUSP
HOFFMANN LA ROCHE INC	00001026201	DEMADEX 5 MG TABLET
HOFFMANN LA ROCHE INC	00001026249	DEMADEX 5 MG TABLET
HOFFMANN LA ROCHE INC	00001026301	DEMADEX 10 MG TABLET
HOFFMANN LA ROCHE INC	00001026349	DEMADEX 10 MG TABLET
HOFFMANN LA ROCHE INC	00001026401	DEMADEX 20 MG TABLET
HOFFMANN LA ROCHE INC	00001026449	DEMADEX 20 MG TABLET
HOFFMANN LA ROCHE INC	00001026501	DEMADEX 100 MG TABLET
HOFFMANN LA ROCHE INC	00001026549	DEMADEX 100 MG TABLET
HOFFMANN LA ROCHE INC	00001026706	DEMADEX 10 MG/ML AMPUL
HOFFMANN LA ROCHE INC	00001026806	DEMADEX 10 MG/ML AMPUL
HOFFMANN LA ROCHE INC	00001026948	CYTOVENE 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00001027301	TORADOL 10 MG TABLET
HOFFMANN LA ROCHE INC	00001027848	CYTOVENE 500 MG CAPSULE
HOFFMANN LA ROCHE INC	00001028857	SORIATANE 10 MG CAPSULE
HOFFMANN LA ROCHE INC	00001029809	CELLCEPT 500 MG VIAL
HOFFMANN LA ROCHE INC	00001030108	ZENAPAX 5 MG/ML VIAL
HOFFMANN LA ROCHE INC	00001030083	TAMIFLU 75 MG GELCAP
HOFFMANN LA ROCHE INC	00001031093	TAMIFLU ORAL SUSPENSION
HOFFMANN LA ROCHE INC	00001033228	GANTHRISIN PED 500 MG/5 ML SUS
HOFFMANN LA ROCHE INC	00001036511	XELODA 150 MG TABLET
HOFFMANN LA ROCHE INC	00001037116	XELODA 500 MG TABLET
HOFFMANN LA ROCHE INC	00001041801	VERSED 5 MG/ML VIAL
HOFFMANN LA ROCHE INC	00001048201	ROCEPHIN 250 MG VIAL
HOFFMANN LA ROCHE INC	00001048202	ROCEPHIN 250 MG VIAL
HOFFMANN LA ROCHE INC	00001048301	ROCEPHIN 500 MG VIAL
HOFFMANN LA ROCHE INC	00001048302	ROCEPHIN 500 MG VIAL
HOFFMANN LA ROCHE INC	00001048401	ROCEPHIN 1 GM VIAL
HOFFMANN LA ROCHE INC	00001048402	ROCEPHIN 1 GM PIGGYBACK
HOFFMANN LA ROCHE INC	00001048404	ROCEPHIN 1 GM VIAL
HOFFMANN LA ROCHE INC	00001048405	ROCEPHIN ADD-VANTAGE 1 GM VIAL
HOFFMANN LA ROCHE INC	00001048501	ROCEPHIN 2 GM VIAL
HOFFMANN LA ROCHE INC	00001048502	ROCEPHIN 2 GM PIGGYBACK
HOFFMANN LA ROCHE INC	00001048505	ROCEPHIN ADD-VANTAGE 2 GM VIAL
HOFFMANN LA ROCHE INC	000010487101	ROCEPHIN 10 GM VIAL
HOFFMANN LA ROCHE INC	000010487301	VERSED 5 MG/ML VIAL
HOFFMANN LA ROCHE INC	000010487401	VERSED 5 MG/ML VIAL
HOFFMANN LA ROCHE INC	000010487501	VERSED 5 MG/ML VIAL
HOFFMANN LA ROCHE INC	00001048808	VERSED 1 MG/ML VIAL
HOFFMANN LA ROCHE INC	00001048901	VERSED 1 MG/ML VIAL
HOFFMANN LA ROCHE INC	00001048908	VERSED 1 MG/ML VIAL
HOFFMANN LA ROCHE INC	0000104891108	ROFERON-A 8MM UNITS/ML VIAL
HOFFMANN LA ROCHE INC	0000104891208	ROFERON-A 38MM UNITS/ML VIAL
HOFFMANN LA ROCHE INC	0000104891507	ROFERON-A 3MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	0000104891809	ROFERON-A 3MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	0000104891907	ROFERON-A 6MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	0000104891608	ROFERON-A 6MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	0000104891707	ROFERON-A 9MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	0000104891709	ROFERON-A 9MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	0000104892001	TASMAR 100 MG TABLET
HOFFMANN LA ROCHE INC	0000104892101	TASMAR 200 MG TABLET
HOFFMANN LA ROCHE INC	0000104892021	ANAPROX 275 MG TABLET
HOFFMANN LA ROCHE INC	0000104893104	NAPROSYN 500 MG TABLET
HOFFMANN LA ROCHE INC	0000104893114	NAPROSYN 375 MG TABLET
HOFFMANN LA ROCHE INC	00001048931301	NAPROSYN 250 MG TABLET
HOFFMANN LA ROCHE INC	00001048931501	EC-NAPROSYN 375 MG TABLET EC
HOFFMANN LA ROCHE INC	00001048931601	EC-NAPROSYN 500 MG TABLET EC
HOFFMANN LA ROCHE INC	0000104893206	TORADOL IV/IM 15 MG/ML VIAL
HOFFMANN LA ROCHE INC	0000104893208	TORADOL IV/IM 30 MG/ML VIAL
HOFFMANN LA ROCHE INC	0000104893209	TORADOL 30 MG/ML VIAL
HOFFMANN LA ROCHE INC	0000104894003	CYTOVENE 500 MG VIAL
HOFFMANN LA ROCHE INC	0000104893500	ROCALTROL 1 MG/ML ORAL SOLN
HOFFMANN LA ROCHE INC	00140004001	VALIUM 2 MG TABLET
HOFFMANN LA ROCHE INC	00140005001	VALIUM 5 MG TABLET
HOFFMANN LA ROCHE INC	00140005014	VALIUM 5 MG TABLET

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
HOFFMANN LA ROCHE INC	00140000801	VALIUM 10 MG TABLET
HOFFMANN LA ROCHE INC	00140000614	VALIUM 10 MG TABLET
HOFFMANN LA ROCHE INC	63032009125	SORIATANE 25 MG CAPSULE
HOLLISTER STIER LABORATORIES LLC	65044994005	HONEY BEE VENOM PROTEIN VL
HOLLISTER STIER LABORATORIES LLC	65044994006	HONEY BEE VENOM PROTEIN VL
HOLLISTER STIER LABORATORIES LLC	65044994105	WHITE-FACED HORNET VENOM VL
HOLLISTER STIER LABORATORIES LLC	65044994106	WHITE-FACED HORNET VENOM VL
HOLLISTER STIER LABORATORIES LLC	65044994205	YELLOW-HORNET VENOM VIAL
HOLLISTER STIER LABORATORIES LLC	65044994305	WASP VENOM PROTEIN VIAL
HOLLISTER STIER LABORATORIES LLC	65044994306	WASP VENOM PROTEIN VIAL
HOLLISTER STIER LABORATORIES LLC	65044994405	YELLOW JACKET VENOM VIAL
HOLLISTER STIER LABORATORIES LLC	65044994406	YELLOW JACKET VENOM VIAL
HOLLISTER STIER LABORATORIES LLC	65044994505	MIXED YESPID VENOM VIAL
HOLLISTER STIER LABORATORIES LLC	65044994506	MIXED YESPID VENOM VIAL
HOLLISTER STIER LABORATORIES LLC	65044990705	PRE-PEN 0.25 MG AMPUL
HOSPIRA INC	50419016801	MAGNEVIST VIAL
HOSPIRA INC	50419016815	MAGNEVIST VIAL
JOHNSON & JOHNSON GROUP	00045006555	LEVAQUIN I.V. 25 MG/ML VIAL
JOHNSON & JOHNSON GROUP	00045006560	LEVAQUIN I.V. MINIBAG
JOHNSON & JOHNSON GROUP	00045006701	LEVAQUIN 250 MG/50 ML DSW
JOHNSON & JOHNSON GROUP	00045006801	LEVAQUIN 500 MG/100 ML DSW
JOHNSON & JOHNSON GROUP	00045006951	LEVAQUIN 25 MG/ML VIAL
JOHNSON & JOHNSON GROUP	00045025301	HALDOL DECANOATE 50 AMPUL
JOHNSON & JOHNSON GROUP	00045025303	HALDOL DECANOATE 50 AMPUL
JOHNSON & JOHNSON GROUP	00045025345	HALDOL DECANOATE 50 VIAL
JOHNSON & JOHNSON GROUP	00045025414	HALDOL DECANOATE 100 AMPUL
JOHNSON & JOHNSON GROUP	00045025445	HALDOL DECANOATE 100 VIAL
JOHNSON & JOHNSON GROUP	00045025501	HALDOL 5 MG/ML AMPUL
JOHNSON & JOHNSON GROUP	00045025549	HALDOL 5 MG/ML VIAL
JOHNSON & JOHNSON GROUP	00045032550	PARAFON FORTE DSC 500 MG CPT
JOHNSON & JOHNSON GROUP	00045034100	PANCREASE MT 4 CAPSULE EC
JOHNSON & JOHNSON GROUP	00045034260	PANCREASE MT 10 CAPSULE EC
JOHNSON & JOHNSON GROUP	00045034360	PANCREASE MT 18 CAPSULE EC
JOHNSON & JOHNSON GROUP	00045034580	PANCREASE MT 20 CAPSULE EC
JOHNSON & JOHNSON GROUP	00045041160	TOLECTIN DS 400 MG CAPSULE
JOHNSON & JOHNSON GROUP	00045041880	TOLECTIN 600 MG TABLET
JOHNSON & JOHNSON GROUP	00045050818	TYLENOL W/CODEINE ELIXIR
JOHNSON & JOHNSON GROUP	00045051350	TYLENOL W/CODEINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045051370	TYLENOL W/CODEINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045051372	TYLENOL W/CODEINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045051373	TYLENOL W/CODEINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045051380	TYLENOL W/CODEINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045051560	TYLENOL W/CODEINE #4 TABLET
JOHNSON & JOHNSON GROUP	00045051570	TYLENOL W/CODEINE #4 TABLET
JOHNSON & JOHNSON GROUP	00045052860	TYLOX 5000 CAPSULE
JOHNSON & JOHNSON GROUP	00045052870	TYLOX 8500 CAPSULE
JOHNSON & JOHNSON GROUP	00045063965	TOPAMAX 25 MG TABLET
JOHNSON & JOHNSON GROUP	00045064155	TOPAMAX 100 MG TABLET
JOHNSON & JOHNSON GROUP	00045064285	TOPAMAX 200 MG TABLET
JOHNSON & JOHNSON GROUP	00045064555	TOPAMAX 25 MG SPRINKLE CAP
JOHNSON & JOHNSON GROUP	00045064756	TOPAMAX 15 MG SPRINKLE CAP
JOHNSON & JOHNSON GROUP	00045065010	ULTRACET TABLET
JOHNSON & JOHNSON GROUP	00045065080	ULTRACET TABLET
JOHNSON & JOHNSON GROUP	00045065010	ULTRAM 50 MG TABLET
JOHNSON & JOHNSON GROUP	00045065960	ULTRAM 50 MG TABLET
JOHNSON & JOHNSON GROUP	00045065970	ULTRAM 60 MG TABLET
JOHNSON & JOHNSON GROUP	00045068232	VASCOR 200 MG TABLET
JOHNSON & JOHNSON GROUP	00045068333	VASCOR 300 MG TABLET
JOHNSON & JOHNSON GROUP	00045061015	REGRANEX 0.01% GEL
JOHNSON & JOHNSON GROUP	00045162010	LEVAQUIN 250 MG TABLET
JOHNSON & JOHNSON GROUP	00045162050	LEVAQUIN 250 MG TABLET
JOHNSON & JOHNSON GROUP	00045162510	LEVAQUIN 500 MG TABLET
JOHNSON & JOHNSON GROUP	00045162550	LEVAQUIN 500 MG TABLET
JOHNSON & JOHNSON GROUP	00045163010	LEVAQUIN 750 MG TABLET
JOHNSON & JOHNSON GROUP	00045163050	LEVAQUIN 750 MG TABLET
JOHNSON & JOHNSON GROUP	00082007507	RETINA 0.05% LIQUID
JOHNSON & JOHNSON GROUP	00082016501	RETINA 0.025% CREAM
JOHNSON & JOHNSON GROUP	00082016502	RETINA 0.025% CREAM
JOHNSON & JOHNSON GROUP	00082017512	RETINA 0.05% CREAM
JOHNSON & JOHNSON GROUP	00082017513	RETINA 0.05% CREAM
JOHNSON & JOHNSON GROUP	00082018503	RENOVA 0.05% CREAM
JOHNSON & JOHNSON GROUP	00082018505	RENOVA 0.05% CREAM
JOHNSON & JOHNSON GROUP	00082018702	RENOVA 0.02% CREAM
JOHNSON & JOHNSON GROUP	00082019002	RETINA MICRO 0.1% GEL
JOHNSON & JOHNSON GROUP	00082019003	RETINA MICRO 0.1% GEL
JOHNSON & JOHNSON GROUP	00082020604	GRIFULVIN V 125 MG/5 ML SUSP
JOHNSON & JOHNSON GROUP	00082027501	RETINA 0.1% CREAM
JOHNSON & JOHNSON GROUP	00082027523	RETINA 0.1% CREAM
JOHNSON & JOHNSON GROUP	00082027542	RETINA 0.025% GEL
JOHNSON & JOHNSON GROUP	00082027545	RETINA 0.025% GEL
JOHNSON & JOHNSON GROUP	00082027644	RETINA 0.01% GEL
JOHNSON & JOHNSON GROUP	00082027546	RETINA 0.01% GEL
JOHNSON & JOHNSON GROUP	00062118601	ERYCETTE 2% PLEDGETS
JOHNSON & JOHNSON GROUP	00062130215	ORTHO-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00062133220	ORTHO-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00062154002	FLOXIN 200 MG TABLET

In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC

FIRM	NDC	DRUG NAME AND DESCRIPTION
JOHNSON & JOHNSON GROUP	00062154102	FLOXIN 300 MG TABLET
JOHNSON & JOHNSON GROUP	00062154201	FLOXIN 400 MG TABLET
JOHNSON & JOHNSON GROUP	00062171415	MODICON 28 TABLET
JOHNSON & JOHNSON GROUP	00062178115	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	00062177115	ORTHO-NOVUM 10/11-28 TABLET
JOHNSON & JOHNSON GROUP	00062178115	ORTHO-NOVUM 7/7/7-28 TABLET
JOHNSON & JOHNSON GROUP	00062178120	ORTHO-NOVUM 7/7/7-28 TABLET
JOHNSON & JOHNSON GROUP	00062178122	ORTHO-NOVUM 7/7/7-28 TABLET
JOHNSON & JOHNSON GROUP	00062178115	ORTHO-CEPT 28 DAY TABLET
JOHNSON & JOHNSON GROUP	00062190115	ORTHO-CYCLEN 28 TABLET
JOHNSON & JOHNSON GROUP	00062190315	ORTHO-TRU-CYCLEN 28 TABLET
JOHNSON & JOHNSON GROUP	00062535001	TERAZOL 7 CREAM
JOHNSON & JOHNSON GROUP	00062535101	TERAZOL 3.80 MG SUPPOSITORY
JOHNSON & JOHNSON GROUP	00062535601	TERAZOL 3 CREAM
JOHNSON & JOHNSON GROUP	00062543401	MONISTAT-DERM 2% CREAM
JOHNSON & JOHNSON GROUP	00062543402	MONISTAT-DERM 2% CREAM
JOHNSON & JOHNSON GROUP	00062543403	MONISTAT-DERM 2% CREAM
JOHNSON & JOHNSON GROUP	00062543701	MONISTAT 3 200 MG VAG SUPP
JOHNSON & JOHNSON GROUP	00062546001	SPECTAZOLE 1% CREAM
JOHNSON & JOHNSON GROUP	00062546002	SPECTAZOLE 1% CREAM
JOHNSON & JOHNSON GROUP	00062546003	SPECTAZOLE 1% CREAM
JOHNSON & JOHNSON GROUP	00107133207	ORTHO-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00107133227	ORTHO-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00107171427	MODICON 28 TABLET
JOHNSON & JOHNSON GROUP	00107175104	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	00107175107	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	00107175127	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	17314283603	TESTODERM 6 MG/24HR PATCH
JOHNSON & JOHNSON GROUP	17314160803	TESTODERM 6 MG/24HR PATCH
JOHNSON & JOHNSON GROUP	17314160903	TESTODERM 6 MG/24HR PATCH
JOHNSON & JOHNSON GROUP	17314220001	DITROPAN 5 MG TABLET
JOHNSON & JOHNSON GROUP	17314220002	DITROPAN 5 MG TABLET
JOHNSON & JOHNSON GROUP	17314220003	DITROPAN 5 MG TABLET
JOHNSON & JOHNSON GROUP	17314220104	DITROPAN 5 MG/5 ML SYRUP
JOHNSON & JOHNSON GROUP	17314222001	URISPAS 100 MG TABLET
JOHNSON & JOHNSON GROUP	17314330001	ELMIRON 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	17314332001	POLYCITRA-K CRYSTALS PACKET
JOHNSON & JOHNSON GROUP	17314332101	POLYCITRA-K SOLUTION
JOHNSON & JOHNSON GROUP	17314332201	POLYCITRA SYRUP
JOHNSON & JOHNSON GROUP	17314332301	POLYCITRA-LC SOLUTION S/F
JOHNSON & JOHNSON GROUP	17314333001	BICITRA SOLUTION
JOHNSON & JOHNSON GROUP	17314446601	MYCELEX 10 MG TROCHE
JOHNSON & JOHNSON GROUP	17314446602	MYCELEX 10 MG TROCHE
JOHNSON & JOHNSON GROUP	17314446603	MYCELEX 10 MG TROCHE
JOHNSON & JOHNSON GROUP	50458003305	DURAGESIC 25 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458003405	DURAGESIC 50 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458003505	DURAGESIC 75 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458003605	DURAGESIC 100 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458022010	NIZORAL 200 MG TABLET
JOHNSON & JOHNSON GROUP	50458022115	NIZORAL 2% CREAM
JOHNSON & JOHNSON GROUP	50458022130	NIZORAL 2% CREAM
JOHNSON & JOHNSON GROUP	50458022160	NIZORAL 2% CREAM
JOHNSON & JOHNSON GROUP	50458022304	NIZORAL 2% SHAMPOO
JOHNSON & JOHNSON GROUP	50458027035	ERGAMISOL 50MG TABLET
JOHNSON & JOHNSON GROUP	50458029001	SPORANOX 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	50458029004	SPORANOX 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	50458029028	SPORANOX 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	50458029315	SPORANOX 10 MG/ML SOLUTION
JOHNSON & JOHNSON GROUP	50458029601	SPORANOX 250 MG KIT
JOHNSON & JOHNSON GROUP	50458030001	RISPERDAL 1 MG TABLET
JOHNSON & JOHNSON GROUP	50458030006	RISPERDAL 1 MG TABLET
JOHNSON & JOHNSON GROUP	50458030030	RISPERDAL 1 MG TABLET
JOHNSON & JOHNSON GROUP	50458030104	RISPERDAL 0.25 MG TABLET
JOHNSON & JOHNSON GROUP	50458030130	RISPERDAL 0.25 MG TABLET
JOHNSON & JOHNSON GROUP	50458030206	RISPERDAL 0.5 MG TABLET
JOHNSON & JOHNSON GROUP	50458030250	RISPERDAL 0.5 MG TABLET
JOHNSON & JOHNSON GROUP	50458030503	RISPERDAL 1 MG/ML SOLUTION
JOHNSON & JOHNSON GROUP	50458032001	RISPERDAL 2 MG TABLET
JOHNSON & JOHNSON GROUP	50458032006	RISPERDAL 2 MG TABLET
JOHNSON & JOHNSON GROUP	50458032050	RISPERDAL 2 MG TABLET
JOHNSON & JOHNSON GROUP	50458033001	RISPERDAL 3 MG TABLET
JOHNSON & JOHNSON GROUP	50458033006	RISPERDAL 3 MG TABLET
JOHNSON & JOHNSON GROUP	50458033090	RISPERDAL 3 MG TABLET
JOHNSON & JOHNSON GROUP	50458033001	RISPERDAL 4 MG TABLET
JOHNSON & JOHNSON GROUP	50458035008	RISPERDAL 4 MG TABLET
JOHNSON & JOHNSON GROUP	50458039050	REMINTYL 4 MG TABLET
JOHNSON & JOHNSON GROUP	50458039160	REMINTYL 8 MG TABLET
JOHNSON & JOHNSON GROUP	50458039280	REMINTYL 12 MG TABLET
JOHNSON & JOHNSON GROUP	50458039810	REMINTYL 4 MG/ML ORAL SOL
JOHNSON & JOHNSON GROUP	59676010101	ORTHOCLONE OKT-3 5 MG/5 ML
JOHNSON & JOHNSON GROUP	59676020101	LEUSTATIN 1 MG/ML VIAL
JOHNSON & JOHNSON GROUP	59676032001	PROCRIT 20,000 UNITS/ML VIAL
JOHNSON & JOHNSON GROUP	59676034001	PROCRIT 40,000 UNITS/ML VIAL
JOHNSON & JOHNSON GROUP	62856024330	ACIPHEX 20 MG TABLET EC
JOHNSON & JOHNSON GROUP	62856024341	ACIPHEX 20 MG TABLET EC
JOHNSON & JOHNSON GROUP	62856024350	ACIPHEX 20 MG TABLET EC

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
KOS PHARMACEUTICALS INC	60599000101	NIASPAN 500 MG TABLET SA
KOS PHARMACEUTICALS INC	60599000201	NIASPAN 750 MG TABLET SA
KOS PHARMACEUTICALS INC	60599000301	NIASPAN 1,000 MG TABLET SA
KOS PHARMACEUTICALS INC	60599000860	ADVICOR 500 MG/20 MG TABLET
KOS PHARMACEUTICALS INC	60599000890	ADVICOR 1,000 MG/20 MG TABLET
MCR AMERICAN PHARMACEUTICALS INC	58605051301	ALLFEN 1,000 MG TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58605051401	MAXFED-G TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58605062001	MAXFED 70080 TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58605062101	ALLFEN-DM TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58605062601	MAXFED DM TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	98207001960	ATIS 2% TOPICAL SOLUTION
MERCK AND CO INC	00006001626	PRINIVIL 2.5 MG TABLET
MERCK AND CO INC	00006001531	PRINIVIL 2.5 MG TABLET
MERCK AND CO INC	00006001656	PRINIVIL 2.5 MG TABLET
MERCK AND CO INC	00006001626	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001656	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001972	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001982	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001986	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001987	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001984	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006010626	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010631	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010668	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010672	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010682	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010687	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010684	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006014031	PRINIZIDE 20/12.5 TABLET
MERCK AND CO INC	00006014036	PRINIZIDE 20/12.5 TABLET
MERCK AND CO INC	00006014231	PRINIZIDE 20/26 TABLET
MERCK AND CO INC	00006014236	PRINIZIDE 20/26 TABLET
MERCK AND CO INC	00006014531	PRINIZIDE 10/12.5 TABLET
MERCK AND CO INC	00006014536	PRINIZIDE 10/12.5 TABLET
MERCK AND CO INC	00006020726	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020731	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020756	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020772	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020782	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020787	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020794	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006023736	PRINIVIL 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005110	DIABETA 2.5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005111	DIABETA 2.5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005150	DIABETA 2.5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005210	DIABETA 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005211	DIABETA 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005250	DIABETA 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005270	DIABETA 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039008305	DIABETA 1.25 MG TABLET
MERRELL PHARMACEUTICALS INC	00039008011	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006013	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039008050	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006070	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006605	LASIX 80 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006650	LASIX 80 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006710	LASIX 20 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006750	LASIX 20 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006770	LASIX 20 MG TABLET
MERRELL PHARMACEUTICALS INC	00039007810	TRENTAL 400 MG TABLET SA
MERRELL PHARMACEUTICALS INC	00039007811	TRENTAL 400 MG TABLET SA
MERRELL PHARMACEUTICALS INC	00039022110	AMARYL 1 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022120	AMARYL 2 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022131	AMARYL 2 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022310	AMARYL 4 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022311	AMARYL 4 MG TABLET
MERRELL PHARMACEUTICALS INC	00068007091	NORPRAMIN 10 MG TABLET
MERRELL PHARMACEUTICALS INC	00068001161	NORPRAMIN 25 MG TABLET
MERRELL PHARMACEUTICALS INC	00068001601	NORPRAMIN 50 MG TABLET
MERRELL PHARMACEUTICALS INC	00068001601	NORPRAMIN 75 MG TABLET
MERRELL PHARMACEUTICALS INC	00068002001	NORPRAMIN 100 MG TABLET
MERRELL PHARMACEUTICALS INC	00068002130	NORPRAMIN 150 MG TABLET
MERRELL PHARMACEUTICALS INC	00068003701	CANTIL 25 MG TABLET
MERRELL PHARMACEUTICALS INC	00068002830	CLOMID 60 MG TABLET
MERRELL PHARMACEUTICALS INC	00068007761	HPREX 1 GM TABLET
MERRELL PHARMACEUTICALS INC	00068008830	RIFADIN 300 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00068008860	RIFADIN 300 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00068008861	RIFADIN 300 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00068009090	RIFAMATE CAPSULE
MERRELL PHARMACEUTICALS INC	00068001230	RIFADIN 150 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00068009701	RIFADIN IV 600 MG VIAL
MERRELL PHARMACEUTICALS INC	00068009761	TENUATE 25 MG TABLET
MERRELL PHARMACEUTICALS INC	00068009861	TENUATE DOSPAN 75 MG TAB SA
MERRELL PHARMACEUTICALS INC	00068009862	TENUATE DOSPAN 75 MG TAB SA
MERRELL PHARMACEUTICALS INC	00075006037	AZMACORT INHALER
MERRELL PHARMACEUTICALS INC	00075006543	NASACORT NASAL INHALER

Privileged and Confidential Information

Page 13

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
MERRELL PHARMACEUTICALS INC	00075150616	NASACORT AQ NASAL SPRAY
MERRELL PHARMACEUTICALS INC	00083057641	RIFATER TABLET
MERRELL PHARMACEUTICALS INC	00083100047	ALLEGRA-D TABLET SA
MERRELL PHARMACEUTICALS INC	00083109049	ALLEGRA-D TABLET SA
MERRELL PHARMACEUTICALS INC	00083109056	ALLEGRA-D TABLET SA
MERRELL PHARMACEUTICALS INC	00083110547	ALLEGRA 30 MG TABLET
MERRELL PHARMACEUTICALS INC	00083110747	ALLEGRA 60 MG TABLET
MERRELL PHARMACEUTICALS INC	00083110947	ALLEGRA 120 MG TABLET
MERRELL PHARMACEUTICALS INC	00083111114	NILANDRON 150 MG TABLET
MERRELL PHARMACEUTICALS INC	00083120832	ANZEMET 20 MG/ML VIAL
MERRELL PHARMACEUTICALS INC	00083210003	PRIFTH 150 MG TABLET
MERRELL PHARMACEUTICALS INC	00083218036	ARAVA 10 MG TABLET
MERRELL PHARMACEUTICALS INC	00083218139	ARAVA 20 MG TABLET
MERRELL PHARMACEUTICALS INC	00583087302	INTAL NEBULIZER SOLUTION
MERRELL PHARMACEUTICALS INC	00583087303	INTAL NEBULIZER SOLUTION
MERRELL PHARMACEUTICALS INC	80783001114	INTAL INHALER
MONARCH PHARMACEUTICALS INC	61673012563	PREFEST TABLET
NOVARTIS PHARMACEUTICALS CORP	00023003501	LOPRESSOR HCT 50/25 TABLET
NOVARTIS PHARMACEUTICALS CORP	00023005101	LOPRESSOR 60 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00023005110	LOPRESSOR 60 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00023006301	LOPRESSOR HCT 100/25 TABLET
NOVARTIS PHARMACEUTICALS CORP	00023005801	VOLTAREN 25MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00023007101	LOPRESSOR 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00023007110	LOPRESSOR 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00023007181	LOPRESSOR 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00023007301	LOPRESSOR HCT 100/50 TABLET
NOVARTIS PHARMACEUTICALS CORP	00023010601	LAMPRENE 60 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00023016101	CATAFLAM 50 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00023016201	VOLTAREN 50MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00023016401	VOLTAREN 75MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00023026501	VOLTAREN-XR 100 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00023025801	VOLTAREN 25 MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00023026201	VOLTAREN 50 MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00023026401	VOLTAREN 75 MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00023020133	LOPRESSOR 1 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00073001708	PARLODEL 2.5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00073001715	PARLODEL 2.5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00073003302	CAFERGOT SUPPOSITORY
NOVARTIS PHARMACEUTICALS CORP	00073008303	METHERGINE 0.2 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00073005405	METHERGINE 0.2 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00073005805	SANSERT 2 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00073010205	PARLODEL 5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00073010210	PARLODEL 5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00073010305	FIORINAL CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00073010308	FIORINAL CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00073010705	FIORINAL/COBAMINE #3 CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00073012605	CLOZARIL 25 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00073012606	CLOZARIL 25 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00073012705	CLOZARIL 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00073012708	CLOZARIL 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00073017805	LESCOL 20 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00073017815	LESCOL 20 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00073017905	LAMISIL 250 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00073017915	LAMISIL 250 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00073018003	SANDOSTATIN 0.05 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00073018103	SANDOSTATIN 0.1 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00073018203	SANDOSTATIN 0.5 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00073018325	SANDOSTATIN 0.2 MG/ML VIAL
NOVARTIS PHARMACEUTICALS CORP	00073018425	SANDOSTATIN 1 MG/ML VIAL
NOVARTIS PHARMACEUTICALS CORP	00073023405	LESCOL 40 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00073023415	LESCOL 40 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00073024915	FEMARA 2.5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00073031180	MACALGIN 200 UNITS NASAL SPRA
NOVARTIS PHARMACEUTICALS CORP	00073032308	EXELON 1.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00073032344	EXELON 1.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00073032408	EXELON 3 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00073032444	EXELON 3 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00073032508	EXELON 4.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00073032544	EXELON 4.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00073032608	EXELON 6 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00073032644	EXELON 6 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00073032705	COMTAN 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00073032882	LAMISIL 1% SOLUTION
NOVARTIS PHARMACEUTICALS CORP	00073033184	SIMULECY 20 MG VIAL
NOVARTIS PHARMACEUTICALS CORP	00073033605	TRILEPTAL 150 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00073033806	TRILEPTAL 150 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00073033705	TRILEPTAL 300 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00073033706	TRILEPTAL 300 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00073033805	TRILEPTAL 600 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00073033806	TRILEPTAL 600 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00073033931	EXELON 2 MG/ML ORAL SOLUTION
NOVARTIS PHARMACEUTICALS CORP	00073034342	VIVELLE-DOT 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00073034345	VIVELLE-DOT 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00073034442	VIVELLE-DOT 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00073034445	VIVELLE-DOT 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00073034542	VIVELLE-DOT 0.075 MG PATCH

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
NOVARTIS PHARMACEUTICALS CORP	00078034845	VIVELLE-DOT 0.075 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034842	VIVELLE-DOT 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034846	VIVELLE-DOT 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034761	DESFERAL 2 GRAM VIAL
NOVARTIS PHARMACEUTICALS CORP	00078038084	ZOMETA 4 MG VIAL
NOVARTIS PHARMACEUTICALS CORP	00078038185	STARLIX 60 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078038205	STARLIX 120 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078035405	LESPOOL XL 80 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00078035415	LESPOOL XL 80 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00078035762	TRILEPTAL 300 MG/5 ML SUSP
NOVARTIS PHARMACEUTICALS CORP	00078037386	GLEEVEC 100 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078037540	ELIDEL 1% CREAM
NOVARTIS PHARMACEUTICALS CORP	00078037846	ELIDEL 1% CREAM
NOVARTIS PHARMACEUTICALS CORP	00078037583	ELIDEL 1% CREAM
NOVARTIS PHARMACEUTICALS CORP	00078037742	COMBIPATCH 0.08/0.14 MG PTCH
NOVARTIS PHARMACEUTICALS CORP	00078037743	COMBIPATCH 0.05/0.14 MG PTCH
NOVARTIS PHARMACEUTICALS CORP	00078037842	COMBIPATCH 0.05/0.25 MG PTCH
NOVARTIS PHARMACEUTICALS CORP	00078037845	COMBIPATCH 0.05/0.25 MG PTCH
NOVARTIS PHARMACEUTICALS CORP	00078038005	FOCALIN 2.5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078038105	FOCALIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078038205	FOCALIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083000330	RITALIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083000730	RITALIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083001630	RITALIN-SR 20 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083001976	TEGRETOL 100 MG/5 ML SUSP
NOVARTIS PHARMACEUTICALS CORP	00083002430	CYTADREN 250 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083002730	TEGRETOL 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083002732	TEGRETOL 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083002740	TEGRETOL 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083003430	RITALIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083005230	TEGRETOL 100 MG TABLET CHEW
NOVARTIS PHARMACEUTICALS CORP	00083005232	TEGRETOL 100 MG TABLET CHEW
NOVARTIS PHARMACEUTICALS CORP	00083006730	LOTENSIN HCT 5/8.25 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083006930	LOTENSIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083006932	LOTENSIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083006990	LOTENSIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083008030	TEGRETOL XR 400 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083008130	TEGRETOL XR 100 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083008230	TEGRETOL XR 200 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083008330	LOTENSIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083008332	LOTENSIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083008350	LOTENSIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007230	LOTENSIN HCT 10/12.5 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007430	LOTENSIN HCT 20/12.5 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007630	LOTENSIN HCT 20/25 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007930	LOTENSIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007932	LOTENSIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007990	LOTENSIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083008430	LOTENSIN 40 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083008432	LOTENSIN 40 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083008490	LOTENSIN 40 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083025530	LOTREL 2.5/10 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00083026030	LOTREL 5/10 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00083026530	LOTREL 6/20 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00083031008	ESTRADERM 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083031062	ESTRADERM 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083032008	ESTRADERM 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083032062	ESTRADERM 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083032608	VIVELLE 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083032552	VIVELLE 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083032708	VIVELLE 0.075 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083032762	VIVELLE 0.075 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	000830380104	DESFERAL MESYLATE 500 MG VL
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00159008181	PRANDIN 0.5 MG TABLET
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00159008261	PRANDIN 1 MG TABLET
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00159008481	PRANDIN 2 MG TABLET
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00159050111	NOVOLOG 100 UNITS/ML VIAL
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00159776811	NORDITROPIN 5 MG/1.5 ML CRTG
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00159777011	NORDITROPIN 15 MG/1.5 ML CRTG
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00159777411	NORDITROPIN 4 MG VIAL
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00159778112	NORDITROPIN 8 MG VIAL
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	32849011150	NORDITROPIN 5 MG/1.5 ML CRTG
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	32849050081	NOVOLOG 100 UNITS/ML VIAL
ODYSSEY PHARMACEUTICALS INC	65473059701	URECHOLINE 5 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473070001	URECHOLINE 50 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473071011	VIVACTIL 5 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473072201	VIVACTIL 10 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473070301	URECHOLINE 10 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473070401	URECHOLINE 25 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473071801	SURMONTIL 25 MG CAPSULE
ODYSSEY PHARMACEUTICALS INC	65473071901	SURMONTIL 50 MG CAPSULE
ODYSSEY PHARMACEUTICALS INC	65473072001	SURMONTIL 100 MG CAPSULE
ORGANON USA INC	00052010530	REMERON 15 MG TABLET
ORGANON USA INC	00052010590	REMERON 15 MG TABLET
ORGANON USA INC	00052010730	REMERON 30 MG TABLET
ORGANON USA INC	00052010790	REMERON 30 MG TABLET

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
ORGANON USA INC	00052010930	REMERTON 45 MG TABLET
ORGANON USA INC	00052026106	DESOGEST 28 DAY TABLET
ORGANON USA INC	00052028108	MIRCETTE 28 DAY TABLET
ORGANON USA INC	00052044115	NORCURON 10 MG VIAL
ORGANON USA INC	00052046018	ZEMURON 10 MG/ML VIAL
ORGANON USA INC	00052046018	ZEMURON 10 MG/ML VIAL
ORGANON USA INC	00052073110	CORTROSYN 0.25 MG VIAL
OVATION PHARMACEUTICALS INC	0002225304	WINSTROL 2 MG TABLET
OVATION PHARMACEUTICALS INC	67384080102	MEBARAL 32 MG TABLET
OVATION PHARMACEUTICALS INC	67384080202	MEBARAL 50 MG TABLET
OVATION PHARMACEUTICALS INC	67384080302	MEBARAL 100 MG TABLET
PAN AMERICAN LABORATORIES INC	005234942218	PANCOF HC LIQUID
PAN AMERICAN LABORATORIES INC	005234975816	PANCOF XP LIQUID
PEDIAMED TM PHARMACEUTICALS INC	66346003158	VIRAVAN-S SUSPENSION
PEDIAMED TM PHARMACEUTICALS INC	66346003165	VIRAVAN-S SUSPENSION
PEDIAMED TM PHARMACEUTICALS INC	66346003223	VIRAVAN-T TABLET CHEWABLE
PFIZER LABORATORIES DIV PFIZER INC	00022008109	DEMULEN 1/50-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022008124	DEMULEN 1/50-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022016108	DEMULEN 1/35-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022016124	DEMULEN 1/35-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022100131	ALDACTONE 25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022100151	ALDACTONE 25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022100155	ALDACTONE 25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022101131	ALDACTAZIDE 25/25 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022101186	ALDACTAZIDE 25/25 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022102131	ALDACTAZIDE 50/50 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022103131	ALDACTONE 100 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022103134	ALDACTONE 100 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022104131	ALDACTONE 30 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022104134	ALDACTONE 60 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022138131	DAYPRO 800 MG CAPLET
PFIZER LABORATORIES DIV PFIZER INC	00022138134	DAYPRO 800 MG CAPLET
PFIZER LABORATORIES DIV PFIZER INC	00022138161	DAYPRO 800 MG CAPLET
PFIZER LABORATORIES DIV PFIZER INC	00022141134	ARTHROTEC 50 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00022141180	ARTHROTEC 50 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00022141190	ARTHROTEC 50 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00022142134	ARTHROTEC 75 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00022142160	ARTHROTEC 75 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00022145120	CYTOTEC 100 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022145134	CYTOTEC 100 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022145160	CYTOTEC 100 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022148131	CYTOTEC 200 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022148134	CYTOTEC 200 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022148180	CYTOTEC 200 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022182131	FLAGYL 500 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022182180	FLAGYL 500 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022182151	FLAGYL 800 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022183131	FLAGYL 250 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022183180	FLAGYL 250 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022183185	FLAGYL 250 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00022184234	FLAGYL 375 CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00022184250	FLAGYL 375 CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00022186130	FLAGYL ER 750 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00022201131	COVERA-HS 180 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00022201134	COVERA-HS 180 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00022202131	COVERA-HS 240 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00022202134	COVERA-HS 240 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00022273231	NORPACE CR 100 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00022273254	NORPACE CR 100 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00022273251	NORPACE CR 100 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00022274231	NORPACE CR 150 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00022274234	NORPACE CR 150 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00022274251	NORPACE CR 150 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00022275231	NORPACE 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00022275252	NORPACE 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00022276231	NORPACE 150 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071000724	DILANTIN 50 MG INFATAB
PFIZER LABORATORIES DIV PFIZER INC	00071000749	DILANTIN 50 MG INFATAB
PFIZER LABORATORIES DIV PFIZER INC	00071015523	LIPITOR 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015534	LIPITOR 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015540	LIPITOR 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015623	LIPITOR 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015640	LIPITOR 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071016723	LIPITOR 40 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015823	LIPITOR 80 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071022006	ACCURETIC 20-12.5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071022206	ACCURETIC 10-12.5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071022308	ACCURETIC 20-25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071022374	ZARONTIN 250 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071022424	NARDIL 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071036224	DILANTIN 100 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071036232	DILANTIN 100 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071036240	DILANTIN 100 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071036524	DILANTIN 30 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071041824	NEURONTIN 600 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071042624	NEURONTIN 800 MG TABLET

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
PFIZER LABORATORIES DIV PFIZER INC	00071052524	CELONTIN 300 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071052723	ACCUPRIL 5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071052140	ACCUPRIL 5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053023	ACCUPRIL 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053040	ACCUPRIL 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053223	ACCUPRIL 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053240	ACCUPRIL 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053623	ACCUPRIL 40 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053724	CELONTIN KAPSEAL 150 MG
PFIZER LABORATORIES DIV PFIZER INC	00071073720	LOPID 600 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071073730	LOPID 600 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071080324	NEURONTIN 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080340	NEURONTIN 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080524	NEURONTIN 300 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080540	NEURONTIN 300 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080624	NEURONTIN 400 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080640	NEURONTIN 400 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071091345	LOESTRIN FE 1/20 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091348	LOESTRIN FE 1/20 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091548	LOESTRIN 21 1/20 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091648	LOESTRIN 21 1/60 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091745	LOESTRIN FE 1.5/30 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091748	LOESTRIN FE 1.5/30 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071092816	ESTROSTEP FE-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071092847	ESTROSTEP FE-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071221420	DILANTIN 125 MG/5 ML SUSP
PFIZER LABORATORIES DIV PFIZER INC	00071241823	ZARONTIN 250 MG/5 ML SYRUP
PFIZER LABORATORIES DIV PFIZER INC	00071000705	CEREBYX 50 MG PE/ML VIAL
PFIZER LABORATORIES DIV PFIZER INC	00071004810	CEREBYX 50 MG PE/ML VIAL
PFIZER LABORATORIES DIV PFIZER INC	00071026903	BENADRYL 50 MG/ML AMPUL
PFIZER LABORATORIES DIV PFIZER INC	00071025913	BENADRYL 50 MG/ML VIAL
PFIZER LABORATORIES DIV PFIZER INC	00071025945	BENADRYL 50 MG/ML SYRINGE
PFIZER LABORATORIES DIV PFIZER INC	00071040210	BENADRYL 50 MG/ML VIAL
PFIZER LABORATORIES DIV PFIZER INC	00430064414	FEMHRT 1/5 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00430064423	FEMHRT 1/5 TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000705	MACRODANTIN 25 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000805	MACRODANTIN 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000850	MACRODANTIN 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000857	MACRODANTIN 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000903	MACRODANTIN 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149000957	MACRODANTIN 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149003003	DANTRILUM 25 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149003068	DANTRILUM 25 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149003103	DANTRILUM 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149003303	DANTRILUM 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149040560	DIDRONEL 200 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149040680	DIDRONEL 400 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149047001	ACTONEL 30 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149047101	ACTONEL 5 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149047103	ACTONEL 5 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149071001	MACROBID 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149073402	DANTRILUM 20 MG VIAL
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149075202	ASACOL 400 MG TABLET EC
PROMETHEUS LABORATORIES INC	60078059871	MURAN 100 MG VIAL
PROMETHEUS LABORATORIES INC	65483039110	TRANDATE 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483039111	TRANDATE 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483039150	TRANDATE 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483039210	TRANDATE 200 MG TABLET
PROMETHEUS LABORATORIES INC	65483039222	TRANDATE 200 MG TABLET
PROMETHEUS LABORATORIES INC	65483039250	TRANDATE 200 MG TABLET
PROMETHEUS LABORATORIES INC	65483039310	TRANDATE 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483039333	TRANDATE 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483039350	TRANDATE 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483049614	HELIDAC THERAPY
PROMETHEUS LABORATORIES INC	65483055101	MURAN 100 MG VIAL
PROMETHEUS LABORATORIES INC	65483059010	MURAN 50 MG TABLET
PROMETHEUS LABORATORIES INC	65483089110	ZYLOPRIM 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483089310	ZYLOPRIM 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483090350	ZYLOPRIM 300 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050090	TRILISATE 500 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050090	TRILISATE 500 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050090	TRILISATE 750 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050580	TRILISATE 750 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034051090	TRILISATE 1,000 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034059003	CERUMENEX 10% EAR DROPS
PURDUE PHARMACEUTICAL PRODUCTS LP	00034059012	CERUMENEX 10% EAR DROPS
RECKITT BENCKISER HEALTHCARE UK LIMITED	12498076701	BUPRENEX 0.3 MG/ML AMPUL
RELIANT PHARMACEUTICALS INC	65726022815	DYNACIRC 2.5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65726022825	DYNACIRC 2.5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65726022715	DYNACIRC 5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65726022725	DYNACIRC 5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65726023510	DYNACIRC CR 5 MG TABLET SA
RELIANT PHARMACEUTICALS INC	65726023525	DYNACIRC CR 5 MG TABLET SA
RELIANT PHARMACEUTICALS INC	65726023610	DYNACIRC CR 10 MG TABLET SA
RELIANT PHARMACEUTICALS INC	65726023625	DYNACIRC CR 10 MG TABLET SA
ROXANE LABORATORIES INC	00054474825	TORCAN 10 MG TABLET

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
SANOFI SYNTHELABO INC	00024008401	ARALEN PHOSPHATE 500 MG TAB
SANOFI SYNTHELABO INC	00024028016	BRONCHOLATE SYRUP
SANOFI SYNTHELABO INC	00024030306	DANOCRINE 50 MG CAPSULE
SANOFI SYNTHELABO INC	00024030406	DANOCRINE 100 MG CAPSULE
SANOFI SYNTHELABO INC	00024030506	DANOCRINE 200 MG CAPSULE
SANOFI SYNTHELABO INC	00024030580	DANOCRINE 200 MG CAPSULE
SANOFI SYNTHELABO INC	00024033206	DEMEROL 50 MG/5 ML SYRUP
SANOFI SYNTHELABO INC	00024033504	DEMEROL 50 MG TABLET
SANOFI SYNTHELABO INC	00024033506	DEMEROL 50 MG TABLET
SANOFI SYNTHELABO INC	00024033704	DEMEROL 100 MG TABLET
SANOFI SYNTHELABO INC	00024038202	DRISCOL 50,000 UNITS CAPSULE
SANOFI SYNTHELABO INC	00024078202	HYTAKEROL 0.125 MG CAPSULE
SANOFI SYNTHELABO INC	00024079375	ELIGARD 7.5 MG SYRINGE
SANOFI SYNTHELABO INC	00024128704	MYTELASE 10 MG CAPLET
SANOFI SYNTHELABO INC	00024132203	MEGGRAM 500 MG CAPLET
SANOFI SYNTHELABO INC	00024138801	NEO-SYNEPHRINE 2.5% EYE DROP
SANOFI SYNTHELABO INC	00024138901	NEO-SYNEPHRINE 10% EYE DROP
SANOFI SYNTHELABO INC	00024138201	NEO-SYNEPHRINE 10% EYE DROP
SANOFI SYNTHELABO INC	00024150906	PEDIACOF LIQUID
SANOFI SYNTHELABO INC	00024153502	PHISOHEX 3% CLEANSER
SANOFI SYNTHELABO INC	00024163506	PHISOHEX 3% CLEANSER
SANOFI SYNTHELABO INC	00024153508	PHISOHEX 3% CLEANSER
SANOFI SYNTHELABO INC	00024158210	PLAQUENIL 200 MG TABLET
SANOFI SYNTHELABO INC	00024158601	PRIMAQUINE 28.3 MG TABLET
SANOFI SYNTHELABO INC	00024180016	SKELID 200 MG TABLET
SANOFI SYNTHELABO INC	00024193704	TALACEN CAPLET
SANOFI SYNTHELABO INC	00024195104	TALWIN NX TABLET
SANOFI SYNTHELABO INC	00024140131	AMBIEN 6 MG TABLET
SANOFI SYNTHELABO INC	00024140134	AMBIEN 5 MG TABLET
SANOFI SYNTHELABO INC	00024142131	AMBIEN 10 MG TABLET
SANOFI SYNTHELABO INC	00024142134	AMBIEN 10 MG TABLET
SANOFI SYNTHELABO INC	00024072412	HYALGAN 10 MG/ML VIAL
SANOFI SYNTHELABO INC	00024072420	HYALGAN 10 MG/ML SYRINGE
SCHERING CORP	00085008904	GARAMYCIN 40 MG/ML VIAL
SCHERING CORP	00085037001	ELOCON 0.1% OINTMENT
SCHERING CORP	00085037002	ELOCON 0.1% OINTMENT
SCHERING CORP	00085045803	CLARITIN 10 MG TABLET
SCHERING CORP	00085045804	CLARITIN 10 MG TABLET
SCHERING CORP	00085045805	CLARITIN 10 MG TABLET
SCHERING CORP	00085045806	CLARITIN 10 MG TABLET
SCHERING CORP	00085061701	DIPROLENE AF 0.05% CREAM
SCHERING CORP	00085061704	DIPROLENE AF 0.05% CREAM
SCHERING CORP	00085052503	EULEXON 125 MG CAPSULE
SCHERING CORP	00085052505	EULEXON 125 MG CAPSULE
SCHERING CORP	00085052506	EULEXON 125 MG CAPSULE
SCHERING CORP	00085053801	INTRON A 50 MILLION UNITS VIAL
SCHERING CORP	00085056605	CELESTONE SOLUSPAN 5 MG/ML
SCHERING CORP	00085056701	ELOCON 0.1% CREAM
SCHERING CORP	00085056702	ELOCON 0.1% CREAM
SCHERING CORP	00085057102	INTRON A 10 MILLION UNITS VIAL
SCHERING CORP	00085057502	DIPROLENE 0.05% OINTMENT
SCHERING CORP	00085057505	DIPROLENE 0.05% OINTMENT
SCHERING CORP	00085061402	PROVENTIL 90 MCG INHALER
SCHERING CORP	00085063401	DIPROLENE 0.05% GEL
SCHERING CORP	00085063403	DIPROLENE 0.05% GEL
SCHERING CORP	00085063501	CLARITIN-D 12 HOUR TAB SA
SCHERING CORP	00085063504	CLARITIN-D 12 HOUR TAB SA
SCHERING CORP	00085063505	CLARITIN-D 12 HOUR TAB SA
SCHERING CORP	00085073604	VANCERIL INHALER
SCHERING CORP	00085080901	LOTIRISONE LOTION
SCHERING CORP	00085085401	ELOCON 0.1% LOTION
SCHERING CORP	00085085402	ELOCON 0.1% LOTION
SCHERING CORP	00085082401	LOTIRISONE CREAM
SCHERING CORP	00085082402	LOTIRISONE CREAM
SCHERING CORP	00085084206	CELESTONE 0.8 MG/5 ML SYRUP
SCHERING CORP	00085086201	DIPROLENE 0.05% LOTION
SCHERING CORP	00085086202	DIPROLENE 0.05% LOTION
SCHERING CORP	00085114001	INTRON A 18 MILLION UNITS VIAL
SCHERING CORP	00085112802	CLARITIN 10 MG REDITABS
SCHERING CORP	00085113201	PROVENTIL HFA 90 MCG INHALER
SCHERING CORP	00085113301	INTRON A 10MM UNITS/ML VIAL
SCHERING CORP	00085116801	INTRON A 8MM UNITS/ML VIAL
SCHERING CORP	00085117802	INTRON A 10MM UNITS/ML KIT
SCHERING CORP	00085119403	REBETOL 200 MG CAPSULE
SCHERING CORP	00085119701	NASONEX 50 MCG NASAL SPRAY
SCHERING CORP	00085122301	CLARITIN 10 MG/10 ML SYRUP
SCHERING CORP	00085123301	CLARITIN-D 24 HOUR TAB SA
SCHERING CORP	00085123302	CLARITIN-D 24 HOUR TAB SA
SCHERING CORP	00085123601	INTRON A 5MM UNITS INJECT PEN
SCHERING CORP	00085124201	INTRON A 3MM UNITS INJECT PEN
SCHERING CORP	00085124401	TEMODAR 20 MG CAPSULE
SCHERING CORP	00085124402	TEMODAR 20 MG CAPSULE
SCHERING CORP	00085124801	TEMODAR 5 MG CAPSULE
SCHERING CORP	00085124802	TEMODAR 5 MG CAPSULE
SCHERING CORP	00085125201	TEMODAR 200 MG CAPSULE
SCHERING CORP	00085125202	TEMODAR 250 MG CAPSULE

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
SCHERING CORP	00085125401	INTRON A 10MM UNITS INJ PEN
SCHERING CORP	00085125901	TEMODAR 100 MG CAPSULE
SCHERING CORP	00085125902	TEMODAR 100 MG CAPSULE
SCHERING CORP	00085126401	CLARINEX 5 MG TABLET
SCHERING CORP	00085126402	CLARINEX 5 MG TABLET
SCHERING CORP	00085126403	CLARINEX 5 MG TABLET
SCHERING CORP	00085126404	CLARINEX 5 MG TABLET
SCHERING CORP	00085127901	PEG-INTRON 150 MCG KIT
SCHERING CORP	00085128101	PEG-INTRON 80 MCG KIT
SCHERING CORP	00085130401	PEG-INTRON 120 MCG KIT
SCHERING CORP	00085132704	REBETOL 200 MG CAPSULE
SCHERING CORP	00085133105	REBETOL 200 MG CAPSULE
SCHERING CORP	00085136801	PEG-INTRON 50 MCG KIT
SCHERING CORP	00085138807	REBETOL 200 MG CAPSULE
SCHERING CORP	00085140101	FORADIL AEROLIZER 12 MCG CAP
SCHERING CORP	00085140201	FORADIL AEROLIZER 12 MCG CAP
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84764015104	ACTOS 15 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84764015105	ACTOS 15 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84764015108	ACTOS 15 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84764030114	ACTOS 30 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84764030115	ACTOS 30 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84764030116	ACTOS 30 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84764045124	ACTOS 45 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84764045125	ACTOS 45 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84764045126	ACTOS 45 MG TABLET
TAP PHARMACEUTICALS INC	00300154111	PREVACID 15 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300154119	PREVACID 15 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300154130	PREVACID 15 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300304611	PREVACID 30 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300304613	PREVACID 30 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300304619	PREVACID 30 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300730930	PREVACID 15 MG SUSPENSION DR
TAP PHARMACEUTICALS INC	00300731130	PREVACID 30 MG SUSPENSION DR
US PHARMACEUTICAL CORP	52747014060	CENOGEN ULTRA CAPSULE
US PHARMACEUTICAL CORP	52747030830	HEMOCYTE-F TABLET
US PHARMACEUTICAL CORP	52747030870	HEMOCYTE-F TABLET
US PHARMACEUTICAL CORP	52747030830	HEMOCYTE PLUS TABLET
US PHARMACEUTICAL CORP	52747030870	HEMOCYTE PLUS TABLET
US PHARMACEUTICAL CORP	52747030860	HEMOCYTE PLUS CAPSULE
VOLUNTARY HOSPS AMERICA INC	00310030061	DIPRIVAN 10 MG/ML VIAL
VOLUNTARY HOSPS AMERICA INC	00310030064	DIPRIVAN 10 MG/ML VIAL
VOLUNTARY HOSPS AMERICA INC	00310030065	DIPRIVAN 10 MG/ML VIAL
WARNER CHILCOTT INC	00087078446	DURICEF 500 MG CAPSULE
WARNER CHILCOTT INC	00430002324	ESTRACE 1 MG TABLET
WARNER CHILCOTT INC	00430002330	ESTRACE 1 MG TABLET
WARNER CHILCOTT INC	00430002424	ESTRACE 2 MG TABLET
WARNER CHILCOTT INC	00430010824	MANDELAMINE 500 MG TABLET
WARNER CHILCOTT INC	00430018124	PYRIDUM 200 MG TABLET
WARNER CHILCOTT INC	00430018215	PYRIDUM PLUS TABLET
WARNER CHILCOTT INC	00430022640	NATAFORT TABLET
WARNER CHILCOTT INC	00430022723	NATACHEW TABLET CHEW
WARNER CHILCOTT INC	00430058214	OVCON-35 28 TABLET
WARNER CHILCOTT INC	00430058514	OVCON-50 28 TABLET
WARNER CHILCOTT INC	00430069624	ERYC 250 MG CAPSULE EC
WARNER CHILCOTT INC	00430083620	DORYX 75 MG CAPSULE EC
WARNER CHILCOTT INC	00430083819	DORYX 100 MG CAPSULE EC
WARNER CHILCOTT INC	00430078217	DURICEF 250 MG/5 ML ORAL SUSP
WARNER CHILCOTT INC	00430078317	DURICEF 500 MG/5 ML ORAL SUSP
WARNER CHILCOTT INC	00430075411	ESTRACE 0.01% CREAM
WARNER CHILCOTT INC	00430075414	ESTRACE 0.01% CREAM
WARNER CHILCOTT INC	00430020140	FEMRING 0.05 MG VAGINAL RING
WARNER CHILCOTT INC	00430020240	FEMRING 0.10 MG VAGINAL RING
WATSON LABORATORIES INC	00076025000	DILACOR XR 120MG CAPSULE SA
WATSON LABORATORIES INC	00076025100	DILACOR XR 180MG CAPSULE SA
WATSON LABORATORIES INC	00076025200	DILACOR XR 240MG CAPSULE SA
WATSON LABORATORIES INC	82544026528	NORINYL 1+50-28 TABLET
WATSON LABORATORIES INC	52544027428	TRI-NORINYL 28 TABLET
WATSON LABORATORIES INC	52544048201	DILACOR XR 120 MG CAPSULE SA
WATSON LABORATORIES INC	52544048301	DILACOR XR 180 MG CAPSULE SA
WATSON LABORATORIES INC	52544048305	DILACOR XR 180 MG CAPSULE SA
WATSON LABORATORIES INC	52544048401	DILACOR XR 240 MG CAPSULE SA
WATSON LABORATORIES INC	52544048405	DILACOR XR 240 MG CAPSULE SA
WATSON LABORATORIES INC	52544053001	NORCO 10/328 TABLET
WATSON LABORATORIES INC	52544053005	NORCO 10/328 TABLET
WATSON LABORATORIES INC	62544082201	MICROZIDE 12.5 MG CAPSULE
WATSON LABORATORIES INC	52544073201	DILACOR XR 120MG CAPSULE SA
WATSON LABORATORIES INC	52544073301	DILACOR XR 180MG CAPSULE SA
WATSON LABORATORIES INC	52544073401	DILACOR XR 240MG CAPSULE SA
WATSON LABORATORIES INC	52544089001	ACTIGALL 300 MG CAPSULE
WATSON LABORATORIES INC	55515001424	CORDRAN 4 MCG/50 CM TAPE
WATSON LABORATORIES INC	55515001480	CORDRAN 4 MCG/50 CM TAPE
WATSON LABORATORIES INC	55515003515	CORDRAN SP 0.05% CREAM
WATSON LABORATORIES INC	55515003530	CORDRAN SP 0.05% CREAM
WATSON LABORATORIES INC	55515003560	CORDRAN SP 0.05% CREAM
WATSON LABORATORIES INC	55515010101	CONDYLOX 0.5% TOPICAL SOLN
WATSON LABORATORIES INC	55515010201	CONDYLOX 0.5% GEL

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
WATSON LABORATORIES INC	65516025904	MONODOX 100 MG CAPSULE
WATSON LABORATORIES INC	55616028006	MONODOX 50 MG CAPSULE
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072028006	DOVONEX 0.005% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072028012	DOVONEX 0.005% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072116806	DOVONEX 0.005% SOLUTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072140815	ULTRAVATE 0.05% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072140850	ULTRAVATE 0.05% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072146015	ULTRAVATE 0.05% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072146050	ULTRAVATE 0.05% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072254008	DOVONEX 0.005% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072264012	DOVONEX 0.005% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072570801	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072571208	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072571214	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072571401	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072573028	LAC-HYDRIN 12% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072573038	LAC-HYDRIN 12% CREAM
WOMEN FIRST HEALTHCARE INC	84246000410	BACTRIM 400-80 MG TABLET
WOMEN FIRST HEALTHCARE INC	84246011710	BACTRIM QS TABLET
WOMEN FIRST HEALTHCARE INC	84246015030	VANIQ 1% CREAM
XCEL PHARMACEUTICALS	68496024598	MIBRANAL 4 MG/ML NASAL SPRAY
ZYBER PHARMACEUTICAL INC	68224017516	PEDIATEX LIQUID
ZYBER PHARMACEUTICAL INC	68224048716	PEDIATEX-D LIQUID
ZYBER PHARMACEUTICAL INC	85224065001	ALDEX TABLET

OAO 88 (Rev. 1/94) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

NEW ENGLAND CARPENTERS HEALTH BENEFITS FUND,

ET. AL,

V.

FIRST DATABANK, INC., AND MCKESSON CORPORATION

SUBPOENA IN A CIVIL CASECase Number:¹ 1:05-CV-11148-PBS

DISTRICT OF MASSACHUSETTS

TO: Medco Health Solutions, Inc.
 100 Parsons Pond Drive
 Franklin Lakes, NJ 07417

☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, NY 10104

DATE AND TIME

August 15, 2006, 9:30 a.m.

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects): See attached Exhibit B.

PLACE

Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, NY 10104

DATE AND TIME

August 8, 2006, 9:30 a.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

Attorney for Defendant McKesson Corporation

DATE

July 24, 2006

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Tiffany Cheung, Morrison & Foerster LLP, 425 Market Street, San Francisco, CA 94105

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on next page)

¹If action is pending in district other than district of issuance, state district under case number.

AO 88 (Rev 1/94) Subpoena in a Civil Case

PROOF OF SERVICE

DATE

PLACE

SERVED:

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (ii) of this rule, such a person may in order to attend

trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

NEW ENGLAND CARPENTERS HEALTH
BENEFITS FUND, PIRELLI ARMSTRONG
RETIREE MEDICAL BENEFITS TRUST,
TEAMSTERS HEALTH & WELFARE FUND
OF PHILADELPHIA AND VICINITY, and
PHILADELPHIA FEDERATION OF
TEACHERS HEALTH AND WELFARE FUND,

Plaintiffs,

v.

FIRST DATABANK, INC., a Missouri
corporation, and McKESSON CORPORATION,
a Delaware corporation,

Defendants.

Civil Action: 1:05-CV-11148-PBS

Judge Patti B. Saris

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 30 and 45, and the subpoena attached hereto, McKesson Corporation, by its attorneys, will take the deposition of Medco Health Solutions, Inc., by the person or persons who are knowledgeable concerning the matters set forth in Exhibit A attached hereto. Such deposition will be taken on August 15, 2006, beginning at 9:30 a.m., at Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, NY 10104, or at another mutually agreeable location. The deposition will be taken before an officer authorized to administer oaths, be recorded by a stenographer, and may be videotaped, and may provide for LiveNote access, and will continue from day to day, Saturday, Sundays and holidays excepted, until completed.

McKesson reserves the right to take subsequent depositions, not just on all material issues, but also on those issues raised by any documents produced after the date of this Notice.

PLEASE TAKE FURTHER NOTICE THAT Medco Health Solutions, Inc. is also requested to produce the documents set forth in Exhibit B on August 8, 2006.

Dated July 24, 2006

MELVIN R. GOLDMAN
LORI A. SCHECHTER
PAUL FLUM
TIFFANY CHEUNG
MORRISON & FOERSTER LLP

By: _____
Tiffany Cheung

Attorneys for Defendant
MCKESSON CORPORATION

DEFINITIONS

The terms used in these requests, whether or not capitalized, are defined as follows:

1. "All documents" means every document and every non-identical copy known to You and every such document or writing which You can locate or discover by reasonably diligent efforts, including, but not limited to, documents now in Your possession, custody, or the possession, custody, or control of Your merged or acquired predecessors, Your former and present directors, officers, counsel, agents, employees, and/or persons acting on Your behalf.
2. "AWP" or "Average Wholesale Price" means the price for drugs as periodically published by several pharmaceutical industry compendia, including the Drug Topics Red Book (the "Red Book"), American Druggist First Databank Annual Directory of Pharmaceuticals ("First DataBank"), Essential Directory of Pharmaceuticals (the "Blue Book") and Medi-Span's Master Drug Database ("Medi-span"). The term "AWP" includes the "Blue Book AWP" published by First Databank.
3. "Beneficiary" means a person for whom a health plan or health and welfare fund provides any medical or health insurance benefit, including prescription drug benefits.
4. "Benefit Consultant" means any person and/or entity that provides information, counsel and/or advice to any Fund regarding any hospital, medical or prescription drug benefit and/or service provided by any Fund to any Participant or Beneficiary.
5. "Clients" means union benefit funds, employers, health plans, Third Party Payors, or other entities or individuals to which You provide services or data pertaining to drugs for a fee or other remuneration.
6. "Communication" as defined in Massachusetts Local Rule 26.5(c)(1), means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).

7. "Complaint" means the Class Action Complaint filed in connection with Civil Action No. 05-CV-11148-PBS in the United States District Court for the District of Massachusetts.

8. "Concerning" as defined in Massachusetts Local Rule 26.5(c)(7), means referring to, describing, evidencing, or constituting. A request for all documents "concerning" a subject extends to each document making a statement about, mentioning, referring to, discussing, analyzing, describing, reflecting, evidencing, identifying, relating to, regarding, summarizing, dealing with, consisting of, constituting, or in any way pertaining to the subject, in whole or in part.

9. "Copy" or "Copies" when used in reference to a document means any color or black-and-white reproduction of a document, regardless of whether the reproduction is made by means of carbon paper pressure, sensitive paper, photostat, xerography, scanning, or other means or process.

10. "Document" means Electronic Data and all written, typed, printed, photocopied, photographed, or recorded matter of any kind, including but not limited to all originals, masters, drafts, and non-identical copies of any labels, packaging, invoices, advertisements, catalogs, letters, envelopes, forms, affidavits, correspondence, telegraphs, telecopies, telefaxes, paper communications, resolutions, minutes of meetings, signed statements, tabulations, charts, memoranda, checks, appointment books, records, proposals, memoranda or other transcripts (by mechanical device, by longhand or shorthand recording, tape recording, or by electronic or any other means), computer-generated information, computer software, information stored or recorded by electronic means (including by a computer, server, hard drive, compact disk, floppy disk, diskette, tape, record, cassette, video, electronic mail, and any other electronic recording or

data compilation from which information can be obtained or translated), interoffice communications, interoffice communications, all summaries of oral communications (telephonic or otherwise), microfiche, microfilm, lists, bulletins, calendars, circulars, desk pads, opinions, ledgers, minutes, agreements, journals, diaries, contracts, invoices, balance sheets, telephone messages or other messages, magazines, pamphlets, articles, notices, newspapers, studies, summaries, worksheets, telexes, cables, any matters defined in Federal Rule of Evidence 1001, and all other graphic materials, writings, and instruments, however produced or reproduced. A document includes all documents appended thereto.

11. "Drug Company" or "Drug Companies" means a company that manufactures pharmaceutical products, including without limitation, Identified Drugs.

12. "Electronic Data" means all information of all kinds maintained by electronic data processing systems and includes all non-identical copies of such information. Electronic Data includes, but is not limited to, electronic spreadsheets, databases with all records and fields and structural information (including Lotus Notes Discussion Databases and other online dialogs), charts, graphs and outlines, arrays of information and all other information used or produced by any software. Further, Electronic Data includes any computer program (whether proprietary or commercial), programming notes or instructions, or any other software program or utility needed to access or use such Electronic Data as they are accessed or used by You in the usual course of business.

13. "Fund" or "Funds" means any and/or all of the plaintiff health and welfare funds and trusts identified in the Class Action Complaint, including, without limitation, New England Carpenters Health Benefits Fund; Pirelli Armstrong Retiree Benefits Trust; Teamsters Health & Welfare Fund of Philadelphia and Vicinity; and Philadelphia Federation of Teachers Health and

Welfare Fund, and any other health and welfare fund or trust that provides prescription drug benefits, and any of their past or present trustees, officials, officers, fiduciaries, third-party administrators, representatives, agents, assigns, attorneys, employees, divisions, departments, affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control.

14. "Government Investigation" refers to any ongoing or closed investigation or inquiry conducted by Congress, a committee or sub-committee of Congress (including but not limited to, the Consumer, Energy and/or Ways and Means Committees), the United States Department of Justice, the United States General Accounting Office, the Federal Trade Commission, the Office of the United States Inspector General, the United States Department of Health and Human Services, or any other federal, state, or local governmental entity, and includes but is not limited to instances in which such entities have served or sent You Civil Investigative Demands, subpoenas, document requests, or other requests.

15. "Identified Drugs" shall refer to any one or more of the drugs listed in Appendix A to the Complaint and attached hereto.

16. "MDL Litigation" means the litigation bearing the caption, *In Re Pharmaceutical Industry Average Wholesale Price Litigation*, MDL No. 1456, pending in the United States District Court for the District of Massachusetts.

17. "Meeting" means any discussion between two or more persons either in person, telephonically, or by video conference.

18. "Named Plaintiff" means any and/or all of the plaintiff health and welfare funds and trusts identified in the Class Action Complaint, including, without limitation, New England Carpenters Health Benefits Fund; Pirelli Armstrong Retiree Benefits Trust; Teamsters Health &

Welfare Fund of Philadelphia and Vicinity; and Philadelphia Federation of Teachers Health and Welfare Fund, and any of their past or present trustees, officials, officers, fiduciaries, third-party administrators, representatives, agents, assigns, attorneys, employees, divisions, departments, affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control.

19. "Participant" means a person for whom a health plan or health and welfare fund provides any medical or health insurance benefit, including prescription drug benefits.

20. "Person" as defined in Massachusetts Local Rule 26.5(c)(6), means any natural person or any business, legal, or governmental entity or association.

21. "Pharmacy Benefit Manager" or "PBM" means any entity that provides services relating to prescription drug benefits offered by any Third Party Payor to any Participant and/or Beneficiary.

22. "Price" means any payment made for a drug with or without discounts, Rebates or other incentives affecting the cost of the drug.

23. "Publication" means a publication identified in Health Care Financing Administration Program Memorandum AB-99-63 and includes First DataBank, Red Book, Blue Book, and Medi-span.

24. "Publisher" or "Publishers" refers to any pharmaceutical price publishing service, including but not limited to the First DataBank, Red Book, Blue Book and Medi-Span publishing services.

25. "Rebates" include access rebates for the placement of products on a formulary, rebates based upon the sales volumes for drugs, and market share rebates for garnering higher

market share than established targets, and include rebates received by You or any PBM with whom You have a contractual relationship.

26. "Relevant Time Period" means the period from January 1, 1997 to the date of production, inclusive.

27. "Retailer" means any entity, including a retail pharmacy that resells drugs to consumers.

28. "Third Party Payor" means any non-government entity or program, including but not limited to, Funds, or health insurance companies, health maintenance organizations, preferred provider organizations, self insurance plans, health plans, unions, and welfare and benefit plans, that provides prescription drug benefits to Participants and Beneficiaries and reimburses or compensates Retailers for prescription drugs dispensed to Participants and Beneficiaries.

29. "This Litigation" means the litigation pending in the United States District Court for the District of Massachusetts bearing the docket number 1:05-CV-11148-PBS.

30. "WAC" or "Wholesale Acquisition Cost" means the actual selling price that a Drug Company charges to a Wholesaler, before discounts.

31. "Twenty Largest And Twenty Smallest Third Party Payors" means for the Twenty Largest, the twenty Third Party Payors that provided the most revenue to You over the Relevant Time Period, and the Twenty Smallest means the twenty Third Party Payors who provided the least revenue to You, in aggregate, during the Relevant Time Period.

32. "Wholesaler" means any entity that purchases drugs from a Drug Company and resells such drugs to any other entity, including Retailers.

33. "You" or "Your" shall refer to Medco Health Solutions, Inc., including predecessors, divisions, subsidiaries, trustees, officers, directors, managers, employees, or agents, including but not limited to, attorneys and accountants.

INSTRUCTIONS

1. Unless otherwise specifically stated, the requests below refer to the period from January 1, 1997, to the date of production, inclusive.

2. The singular form of a noun or pronoun shall include within its meaning the plural form of the noun or pronoun and vice versa; the masculine form of a pronoun shall include within its meaning the feminine form of the pronoun and vice versa; and the use of any tense of any verb shall include within its meaning all other tenses of the verb.

3. "All" and "each" shall be construed as meaning either all or each as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside its scope.

4. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request any information that might otherwise be construed to be outside its scope.

5. Each request for production of documents extends to all documents in the possession, custody, or control of You or anyone acting on Your behalf. A document is to be deemed in Your possession, custody, or control if it is in Your physical custody, or if it is in the physical custody of any other person and You (a) own such document in whole or in part; (b) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such document on any term; (c) have an understanding, express or implied, that You may use, inspect, examine,

or copy such document on any terms; or (d) have, as a practical matter, been able to use, inspect, examine, or copy such document when You sought to do so.

6. If production is requested of a document that is no longer in Your possession, custody, or control, Your response should state when the document was most recently in Your possession, custody, or control, how the document was disposed of, and the identity of the person, if any, presently in possession, custody, or control of such document. If the document has been destroyed, state the reason for its destruction.

7. Provide the following information for each document withheld on the grounds of privilege:

- (a) its date;
- (b) its title;
- (c) its author(s);
- (d) its recipient(s);
- (e) the specific privilege under which it is withheld;
- (f) its general subject matter; and
- (g) a description of it that You contend is adequate to support Your contention that it is privileged.

8. Any attachment to an allegedly privileged or immune document shall be produced unless You contend that the attachment is also privileged or immune.

9. Notwithstanding the assertion of any objection to production, if a document contains non-objectionable or non-privileged matter, please produce that document, redacting that portion for which the objection is asserted, provided that the following information is provided:

- (a) its date;

- (b) its title;
- (c) its author(s);
- (d) its recipient(s);
- (e) the specific privilege under which it is withheld;
- (f) its general subject matter; and
- (g) a description of it that You contend is adequate to support Your contention that it is privileged.

10. To the extent that You consider any of the following requests for production of documents objectionable, please respond to the remainder of the production request, and separately state that part of each request to which You object and each ground for each objection. If there is any question as to the meaning of any part of these Requests, or an issue as to whether production of any documents requested herein would impose an undue burden on You, counsel for McKesson should be contacted promptly to discuss these matters, and You should respond to the remainder of these Requests as written.

11. Documents produced in response to these Requests should be provided in the same form in which they are kept in the usual course of business. This means that Electronic Data, as that term is defined herein, should be produced in the electronic form in which it is kept in the usual course of business.

12. You may produce legible, complete, and exact copies of original documents responsive to these Requests, provided that the originals shall be made available for inspection upon request by counsel for McKesson.

13. These Requests cover all documents in Your possession, custody, and control, both inside and outside the United States, including Documents in the possession of Your officers, employees, agents, servants, representatives, trustees, attorneys, consultants, or other

persons directly or indirectly employed or retained by You, or anyone else acting on Your behalf or otherwise subject to Your control, and any merged, consolidated, or acquired predecessor or successor, subsidiary, division, or affiliate.

14. If any Request cannot be responded to fully, You should provide as full a response as possible, state the reason for the inability to answer fully, and provide any information, knowledge, or belief that You have regarding the unanswered portion.

EXHIBIT A

DEPOSITION TOPICS

1. Your negotiations and contracts with Third Party Payors and Clients for pharmacy benefit management services, including the sharing of rebates from manufacturers, the duration of such contracts, termination provisions, guarantees, references to AWP, and terms and conditions included in addendums and related provider manuals.

2. Your negotiations and contracts with Retailers, including drug pricing terms and metrics (e.g., AWP, usual & customary), the manner in which those metrics are defined or arrived at (including the factors or other information used, relied on or considered by You in connection with, or arriving at, reimbursements and payments to Retailers), the terms pertaining to Third Party Payors' or Clients' payment for drugs provided under such contracts, the duration of such contracts, and the termination provisions in such contracts.

3. Your knowledge, understanding or expectation regarding (a) the use and significance of AWP, manufacturer suggested wholesale prices, WAC, or other information published or provided by First DataBank and other Publishers, (b) the trends in these metrics; (c) the ratio or spread between actual acquisition costs of Retailers and published AWPs, or between WAC and published AWPs; (c) changes in AWPs or in WAC to AWP ratios, including discussions with manufacturer, Retailers, Third Party Payor and Clients, or Publishers regarding such changes.

4. The operation and management of Retailers, including the management and operations of pharmacy networks.

5. Representations or other statements by or attributed to Publishers concerning how any Publisher compiles, develops or arrives at AWP's, WACs or other information published or made available by the Publisher.

6. Your corporate structure, organizations, employees and operations.

7. Your search for and production of documents in response to the document requests set forth in Exhibit B of this subpoena.

EXHIBIT B

DOCUMENTS TO BE PRODUCED

Regarding Related Litigation or Investigations

1. Respecting the MDL Litigation, all documents produced or made available to other parties, including, without limitation, all documents produced or made available pursuant to subpoenas or document requests; all affidavits, declarations, deposition transcripts, deposition videos, and deposition exhibits; all non-public pleadings; and all transcripts of hearings before a Judge or Magistrate.

2. Respecting any legal proceeding, mediation, arbitration, court hearing, legislative hearing, or Government Investigation or inquiry concerning FDB or any other Publisher, the use of AWP or reimbursement of drugs purchased by consumers, all documents produced or made available pursuant to subpoenas or document requests; all affidavits, declarations, deposition transcripts, deposition exhibits and statements filed, served, produced, prepared or taken in connection therewith; all documents concerning your contracts or negotiations with Retailers, reimbursements to Retailers for the dispensing of Identified Drugs, your relationships with Third Party Payors, or your contracts or negotiations with Drug Companies for Rebates, discounts or other consideration or remuneration.

Regarding Publishers

3. All documents concerning communications between You and any Publisher concerning the AWP for, the WAC-AWP spread for or, proposed wholesale price or the actual or proposed acquisition cost of, Identified Drugs or any other prescription drug.

4. All contracts and agreements with any Publisher.

5. All documents concerning use of a specific Publisher's AWP or other price data in contracts with Retailers, Third Party Payors and Clients, Manufacturers, or with any other person.

6. All documents to or from any Publisher concerning Identified Drugs, AWP, a Drug Company's suggested wholesale prices, or Wholesaler markups.

7. All documents and communications concerning any representation or other statement by or attributed to First DataBank, Redbook or any other Publisher concerning its business, including, without limitation, its publication of AWP's, information contained in its data fields, how it derived information for its database, how it determined AWP's, its research of wholesalers, its research of PBMs, or its conduct of surveys.

8. All documents or communications concerning increases, decreases or other changes in AWP's, including any increase or change in the WAC-AWP spread, in data published by First DataBank, including, without limitation, complaints or other reactions to such changes by Drug Companies, Wholesalers, PBMs (including You), Retailers, Third Party Payors, or Your Clients.

9. All documents concerning the use of AWP's published by First DataBank, or by any other Publisher, as a basis, benchmark or metric for reimbursement.

10. All documents comparing AWP's or WAC-AWP spreads published by First DataBank, with

- a. AWP's or WAC-AWP spreads published by other Publishers, or with
- b. wholesale prices suggested by Drug Companies.

11. All documents concerning the accuracy of the AWP's published by, or of representations made by, First DataBank.

Regarding Third Party Payors

12. All documents concerning communications between You and any Third Party Payor concerning the AWP for, the WAC-AWP spread for, or the actual or potential acquisition cost of, Identified Drugs.

13. All contracts and agreements by You with the Twenty Largest and Twenty Smallest Third Party Payors that concern:

- a. AWP, WAC, or the actual or potential acquisition cost of, Identified Drugs;
- b. Rebates, discounts or other consideration received by You from Drug Companies;
- c. Services you provide to Third Party Payors; or
- d. Reimbursement for dispensing of prescription drugs

14. All documents concerning Your strategy, reasoning, or methodology in setting amounts Your Clients or Third Party Payors pay You, or You pay to Retailers, for drugs or for dispensing or administrative services, including, without limitation, documents showing the factors or other information You have relied on or considered in arriving at payment terms.

15. All documents concerning the effect or potential effect of an actual or possible increase, decrease or other change in the WAC-AWP spread or in published AWP's, including, without limitation, the effect such a change would or may have on You or any of Your Clients.

16. All communications between TPPs and PBMs concerning higher drug prices, higher AWP's, or higher AWP/WAC markups.

17. All advertising, marketing, and sales materials, responses to requests for proposals or other documents describing the services You (or other PBMs) offer or make available to Clients and the value of those services, including, without limitations, documents concerning the savings You (or other PBMs) have secured for Clients.

18. All documents concerning Your decision to list or de-list Identified Drugs or any other prescription drug on a formulary.

19. All documents concerning Your relationship with the Named Plaintiffs, including without limitation:

- a. All documents concerning communications with the Named Plaintiffs;
- b. All contracts or agreements with the Named Plaintiffs;
- c. All requests for proposals and responses thereto involving the Named Plaintiffs;
- d. All reports, summaries or compilations provided to or received from the Named Plaintiffs;
- e. All documents concerning the amount charged or to be charged the Named Plaintiffs for prescription drugs;
- d. All documents concerning reimbursement of Named Plaintiffs for prescription drug expenditures made on behalf of Participants or Beneficiaries;
- e. All documents concerning reimbursements paid by Named Plaintiffs to Retailers for the dispensing of Identified Drugs; and,
- f. All documents concerning communications with a Benefit Consultant concerning a Named Plaintiff, including, without limitation, all documents concerning requests for proposals or responses thereto and

20. All documents concerning the use of AWP as a basis or benchmark for reimbursement of PBMs or Retailers.

Regarding Retailers

21. All documents containing or concerning contracts or agreements You negotiated with Retailers for reimbursement for prescription drugs.

22. All documents concerning Your strategy, factors considered, reasoning, or methodology in setting reimbursement to Retailers for Identified Drugs or for dispensing or administrative services including, without limitation, documents showing the factors or other information You have relied on or considered, and all documents containing calculations or computations used, relied on or considered by You, in connection therewith.

23. All documents concerning the impact of changes in published AWP or WAC-AWP spreads on contracts or negotiations with Retailers, or reimbursement rates paid to Retailers.

24. All documents concerning negotiations with Retailers regarding network membership, including without limitations, all documents concerning discussion or documentation of denying, terminating or revoking network membership for any reason.

25. All documents concerning the percentage discount from AWP contained in, or considered for, contracts with Retailers.

Regarding Drug Companies

26. All documents concerning price offsets, discounts, Rebates, or off-invoice incentive payments or other considerations paid or made by Drug Companies to You or other PBMs for Identified Drugs.

27. All documents concerning the impact or effect of changes in published AWP or WAC-AWP spreads on any actual or potential Rebates, discounts, or any other consideration or price terms between You and Your Clients or a Drug Company.

28. All documents concerning Drug Company reactions to, or communications regarding, any increased AWP or AWP/WAC spread, including any correspondence from a Drug

Company regarding changes in AWP that were not recommended or proposed by a Drug Company.

29. All documents reflecting the description or identification of any Drug Company as having a suggested, proposed, or stated wholesale markup, including but not limited to a 20% or a 25% markup or spread between WAC and AWP.

30. All documents concerning the use of an AWP suggested by a Drug Company.

Regarding AWP

31. All documents concerning Your use of AWP as a pricing term, benchmark or metric in any contracts with or among Retailers, Third Party Payors, Clients or Drug Companies.

32. All documents concerning AWP, including but not limited to:

- a. All documents concerning the WAC-AWP spread or markup;
- b. All documents concerning the spread or markup between pharmacy acquisition cost and AWP;
- c. Any reports, summaries or compilations provided to Third Party Payors or Clients containing information about changes in industry pricing or practices;
- d. All internal reports analyzing the drug expenditures of Third Party Payors or Clients;
- e. All documents concerning reimbursement by You or your clients for Identified Drugs on the basis of published AWP's, including AWP's published by First Databank;
- f. All documents concerning the proposed or actual discontinuation of AWP as a basis, benchmark or metric for reimbursement; and

- g. All documents identifying or describing the source that You use for determining AWP in your contracts; or discussing how AWP has been, or is currently, calculated or defined.

Other Documents

- 33. All documents concerning Your expectations regarding (1) pharmacy acquisition costs; (2) the spread between such acquisition costs and AWP; or (3) the spread between WAC and AWP, for Identified Drugs.
- 34. For each Identified Drug, all transaction records maintained in a database or other electronic format showing all revenues, disbursements and quantities covered, including amounts paid by You for Identified Drugs sold by Retailers, amounts paid to You by Third Party Payors as Your Clients for the Identified Drugs, and any related Rebates, discounts, and administrative fees.
- 35. Documents sufficient to identify all Your departments and employees including, without limitation, Your organizational charts.
- 36. Documents sufficient to identify Your policy or practice of document retention, destruction, disposal, or preservation for each year during the Relevant Time Period.
- 37. Document describing each report, summary or compilation distributed by You or Your Third Party Payors or Clients concerning AWP, WAC-AWP spreads, reimbursement of Retailers, payments to Third Party Payors, acquisition costs of Retailers, the MDL Litigation or this Lawsuit.
- 38. All documents concerning whether to use a discount from AWP (*e.g.*, AWP minus 12%) as a basis for reimbursement of Retailers.

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
3M PHARMACEUTICALS	00089010025	METROGEL-VAGINAL 0.75% GEL
3M PHARMACEUTICALS	00089010310	TAMBOCOR 50 MG TABLET
3M PHARMACEUTICALS	00089010710	TAMBOCOR 100 MG TABLET
3M PHARMACEUTICALS	00089011410	TAMBOCOR 150 MG TABLET
3M PHARMACEUTICALS	00089011006	CAL DISOD VERSENAT 200 MG/ML
3M PHARMACEUTICALS	00089014008	NORFLEX 30 MG/ML AMPUL
3M PHARMACEUTICALS	00089012012	ALDARA 5% CREAM
3M PHARMACEUTICALS	00089011621	MAXAIR AUTOHALER 0.2 MG AERO
AAIPHARMA LLC	00002031182	DARVOCET-N 50 TABLET
AAIPHARMA LLC	00002035333	DARVON-N 100 MG TABLET
AAIPHARMA LLC	00002036382	DARVOCET-N 100 TABLET
AAIPHARMA LLC	00002036383	DARVOCET-N 100 TABLET
AAIPHARMA LLC	00002036333	DARVOCET-N 100 TABLET
AAIPHARMA LLC	00002040303	DARVON 65 MG PULVULE
AAIPHARMA LLC	00002040333	DARVON 65 MG PULVULE
AAIPHARMA LLC	00002311102	DARVON COMPOUND-65 PULVULE
AAIPHARMA LLC	00002311103	DARVON COMPOUND-65 PULVULE
AAIPHARMA LLC	00028017201	BRETHINE 2.5 MG TABLET
AAIPHARMA LLC	00028017210	BRETHINE 2.5 MG TABLET
AAIPHARMA LLC	00028010301	BRETHINE 5 MG TABLET
AAIPHARMA LLC	00028010510	BRETHINE 5 MG TABLET
AAIPHARMA LLC	00028010701	BRETHINE 1 MG/ML AMPUL
AAIPHARMA LLC	00054823101	DURACLON 0.1 MG/ML VIAL
AAIPHARMA LLC	00054823401	DURACLON 500 MG/ML VIAL
AAIPHARMA LLC	66591023921	AQUASOL A 50,000 UNITS/ML VIAL
AAIPHARMA LLC	66591043411	BRETHINE 1 MG/ML AMPUL
AAIPHARMA LLC	66591042241	DARVON 65 MG PULVULE
AAIPHARMA LLC	66591043141	DARVON-N 100 MG TABLET
AAIPHARMA LLC	66591043151	DARVON-N 100 MG TABLET
ABBOTT LABORATORIES	00597002901	MOBIC 7.5 MG TABLET
ABBOTT LABORATORIES	00597003001	MOBIC 15 MG TABLET
ABBOTT LABORATORIES	00597003028	MICARDIS 20 MG TABLET
ABBOTT LABORATORIES	00597004028	MICARDIS 40 MG TABLET
ABBOTT LABORATORIES	00597004128	MICARDIS 60 MG TABLET
ABBOTT LABORATORIES	00597004328	MICARDIS HCT 40/12.5 MG TAB
ABBOTT LABORATORIES	00597004428	MICARDIS HCT 60/12.5 MG TAB
AGOURON PHARMACEUTICALS INC	63010001030	VIACEPT 250 MG TABLET
AGOURON PHARMACEUTICALS INC	63010001190	VIACEPT POWDER
AMGEN INC	55513012601	EPOGEN 2,000 UNITS/ML VIAL
AMGEN INC	55513012610	EPOGEN 2,000 UNITS/ML VIAL
AMGEN INC	55513014401	EPOGEN 10,000 UNITS/ML VIAL
AMGEN INC	55513014410	EPOGEN 10,000 UNITS/ML VIAL
AMGEN INC	55513014801	EPOGEN 4,000 UNITS/ML VIAL
AMGEN INC	55513014810	EPOGEN 4,000 UNITS/ML VIAL
AMGEN INC	55513026701	EPOGEN 3,000 UNITS/ML VIAL
AMGEN INC	55513026710	EPOGEN 3,000 UNITS/ML VIAL
AMGEN INC	55513028301	EPOGEN 10,000 UNITS/ML VIAL
AMGEN INC	55513028310	EPOGEN 10,000 UNITS/ML VIAL
ASTRAZENECA LP	00037721020	ZOMIG 2.5 MG TABLET
ASTRAZENECA LP	00037721128	ZOMIG 5 MG TABLET
ASTRAZENECA LP	00186000131	LEXOCEL 5-5 MG TABLET SA
ASTRAZENECA LP	00186000168	LEXOCEL 5-5 MG TABLET SA
ASTRAZENECA LP	001860001231	LEXOCEL 5-2.5 MG TABLET SA
ASTRAZENECA LP	00186000431	ATACAND 4 MG TABLET
ASTRAZENECA LP	00186000831	ATACAND 8 MG TABLET
ASTRAZENECA LP	00186001628	ATACAND 16 MG TABLET
ASTRAZENECA LP	00186001631	ATACAND 16 MG TABLET
ASTRAZENECA LP	00186001654	ATACAND 16 MG TABLET
ASTRAZENECA LP	00186001828	ATACAND 32 MG TABLET
ASTRAZENECA LP	00186001831	ATACAND 32 MG TABLET
ASTRAZENECA LP	00186001854	ATACAND 32 MG TABLET
ASTRAZENECA LP	00186011001	XYLOCAINE 1% VIAL
ASTRAZENECA LP	00186011201	XYLOCAINE 1% VIAL
ASTRAZENECA LP	00186011281	XYLOCAINE 1% VIAL
ASTRAZENECA LP	00186011401	XYLOCAINE 1%/EPI 1:200,000
ASTRAZENECA LP	00186011412	XYLOCAINE 1%/EPI 1:200,000
ASTRAZENECA LP	00186011401	XYLOCAINE 1%/EPI 1:200,000
ASTRAZENECA LP	00186011501	XYLOCAINE 1%/EPI 1:100,000
ASTRAZENECA LP	00186011512	XYLOCAINE 1%/EPI 1:100,000
ASTRAZENECA LP	00186011701	XYLOCAINE 1.5%/EPI 1:200,000
ASTRAZENECA LP	00186011712	XYLOCAINE 1.5%/EPI 1:200,000
ASTRAZENECA LP	00186011781	XYLOCAINE 1.5%/EPI 1:200,000
ASTRAZENECA LP	00186017001	XYLOCAINE 2% DENTAL VIAL
ASTRAZENECA LP	00186011201	XYLOCAINE 2%/EPI 1:200,000
ASTRAZENECA LP	00186011212	XYLOCAINE 2%/EPI 1:200,000
ASTRAZENECA LP	00186011291	XYLOCAINE 2%/EPI 1:200,000
ASTRAZENECA LP	00186011261	XYLOCAINE 2%/EPI 1:100,000
ASTRAZENECA LP	00186011501	XYLOCAINE 0.5% VIAL
ASTRAZENECA LP	00186011901	XYLOCAINE 0.5% VIAL
ASTRAZENECA LP	00186014001	XYLOCAINE 0.5%/EPI 1:200,000
ASTRAZENECA LP	00186011501	XYLOCAINE 1% VIAL
ASTRAZENECA LP	00186011501	XYLOCAINE 1%/EPI 1:100,000
ASTRAZENECA LP	00186011501	XYLOCAINE 2% VIAL
ASTRAZENECA LP	00186011501	XYLOCAINE 2%/EPI 1:100,000
ASTRAZENECA LP	00186011828	ATACAND HCT 16/12.5 MG TAB
ASTRAZENECA LP	00186011854	ATACAND HCT 16/12.5 MG TAB

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
ASTRAZENECA LP	00186021003	XYLOCAINE-MPF 1% AMPUL
ASTRAZENECA LP	00186021203	XYLOCAINE/DEXTROSE 1.6% AMP
ASTRAZENECA LP	00186021503	XYLOCAINE-MPF 2% AMPUL
ASTRAZENECA LP	00186023003	XYLOCAINE-MPF 1% AMPUL
ASTRAZENECA LP	00186023203	XYLOCAINE IV 2% AMPUL
ASTRAZENECA LP	00186023503	XYLOCAINE-MPF 4% AMPUL
ASTRAZENECA LP	00186024113	XYLOCAINE-MPF 2% VIAL
ASTRAZENECA LP	00186024213	XYLOCAINE-MPF 2% VIAL
ASTRAZENECA LP	00186034312	XYLOCAINE 2% VIAL
ASTRAZENECA LP	00186025002	XYLOCAINE 2% EPI 1:200,000
ASTRAZENECA LP	00186025502	XYLOCAINE-MPF 1% AMPUL
ASTRAZENECA LP	00186026002	XYLOCAINE 1% EPI 1:200,000
ASTRAZENECA LP	00186026092	XYLOCAINE 1% EPI 1:200,000
ASTRAZENECA LP	00186026502	XYLOCAINE 1.5% EPI 1:200,000
ASTRAZENECA LP	00186026503	XYLOCAINE 1.5% EPI 1:200,000
ASTRAZENECA LP	00186027512	XYLOCAINE 1% VIAL
ASTRAZENECA LP	00186027813	XYLOCAINE-MPF 1% VIAL
ASTRAZENECA LP	00186027713	XYLOCAINE-MPF 1% VIAL
ASTRAZENECA LP	00186031321	XYLOCAINE 5% OINTMENT
ASTRAZENECA LP	00186032001	XYLOCAINE 4% SOLUTION
ASTRAZENECA LP	00186032228	ATACAND HCT 32/12.5 MG TAB
ASTRAZENECA LP	00186032254	ATACAND HCT 32/12.5 MG TAB
ASTRAZENECA LP	00186033001	XYLOCAINE 2% JELLY
ASTRAZENECA LP	00186033036	XYLOCAINE 2% JELLY
ASTRAZENECA LP	00186033543	XYLOCAINE 2% JELLY SYRINGE
ASTRAZENECA LP	00186035853	XYLOCAINE 2% JELLY SYRINGE
ASTRAZENECA LP	00186036001	XYLOCAINE 2% VISCOUS SOLN
ASTRAZENECA LP	00186036011	XYLOCAINE 2% VISCOUS SOLN
ASTRAZENECA LP	00186046028	PLENDIL 2.5 MG TABLET SA
ASTRAZENECA LP	00186045031	PLENDIL 2.5 MG TABLET SA
ASTRAZENECA LP	00186045056	PLENDIL 2.5 MG TABLET SA
ASTRAZENECA LP	00186046128	PLENDIL 5 MG TABLET SA
ASTRAZENECA LP	00186046131	PLENDIL 5 MG TABLET SA
ASTRAZENECA LP	00186046158	PLENDIL 5 MG TABLET SA
ASTRAZENECA LP	00186046228	PLENDIL 10 MG TABLET SA
ASTRAZENECA LP	00186046231	PLENDIL 10 MG TABLET SA
ASTRAZENECA LP	00186046258	PLENDIL 10 MG TABLET SA
ASTRAZENECA LP	00186060528	PRILOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	00186060531	PRILOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	00186060666	PRILOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	00186060682	PRILOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	00186070210	ENTOCORT EC 3 MG CAPSULE
ASTRAZENECA LP	00186070768	TONOCARD 400 MG TABLET
ASTRAZENECA LP	00186070988	TONOCARD 600 MG TABLET
ASTRAZENECA LP	00186074228	PRILOSEC 20 MG CAPSULE DR
ASTRAZENECA LP	00186074231	PRILOSEC 20 MG CAPSULE DR
ASTRAZENECA LP	00186074282	PRILOSEC 20 MG CAPSULE DR
ASTRAZENECA LP	00186074328	PRILOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	00186074331	PRILOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	00186074368	PRILOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	00186074382	PRILOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	00186085081	NAROPIN 2 MG/ML INFUSION BTL
ASTRAZENECA LP	00186085091	NAROPIN 2 MG/ML INFUSION BTL
ASTRAZENECA LP	00186085344	NAROPIN 5 MG/ML AMPULE
ASTRAZENECA LP	00186085381	NAROPIN 5 MG/ML VIAL
ASTRAZENECA LP	00186091542	PULMICORT 200 MCG TURBUHALER
ASTRAZENECA LP	00186097166	NESACAIN 1% VIAL
ASTRAZENECA LP	00186097266	NESACAIN 2% VIAL
ASTRAZENECA LP	00186098166	NESACAIN-MPF 2% VIAL
ASTRAZENECA LP	00186098288	NESACAIN-MPF 3% VIAL
ASTRAZENECA LP	00186103801	SENSORCAINE/EPI 0.75%/0.0005
ASTRAZENECA LP	00186107509	RHINO-CORT NASAL INHALER
ASTRAZENECA LP	00186106905	TOPROL XL 25 MG TABLET SA
ASTRAZENECA LP	00186109005	TOPROL XL 50 MG TABLET SA
ASTRAZENECA LP	00186109205	TOPROL XL 100 MG TABLET SA
ASTRAZENECA LP	00186161501	EMLA CREAM W/TEGADERM
ASTRAZENECA LP	00186161503	EMLA CREAM W/TEGADERM
ASTRAZENECA LP	00186151601	EMLA CREAM
ASTRAZENECA LP	00186177001	STREPTASE 250,000 UNITS VIAL
ASTRAZENECA LP	00186177101	STREPTASE 750,000 UNITS VIAL
ASTRAZENECA LP	00186177401	STREPTASE 1.5MM UNITS INFUS BT
ASTRAZENECA LP	00186198804	PULMICORT 0.25 MG/2 ML RESPUA
ASTRAZENECA LP	00186198904	PULMICORT 0.5 MG/2 ML RESPUL
ASTRAZENECA LP	00186102031	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	00186102054	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	00186102082	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	00186102229	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	00186104031	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	00186104054	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	00186104082	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	00186104228	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	00310004010	ELAVIL 10 MG TABLET
ASTRAZENECA LP	00310004110	ELAVIL 50 MG TABLET
ASTRAZENECA LP	00310004210	ELAVIL 75 MG TABLET
ASTRAZENECA LP	00310004310	ELAVIL 100 MG TABLET
ASTRAZENECA LP	00310004510	ELAVIL 25 MG TABLET

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
ASTRAZENECA LP	00310004350	ELAVIL 25 MG TABLET
ASTRAZENECA LP	00310004710	ELAVIL 150 MG TABLET
ASTRAZENECA LP	00310004730	ELAVIL 150 MG TABLET
ASTRAZENECA LP	00310004910	ELAVIL 10 MG/ML VIAL
ASTRAZENECA LP	00310004910	TENORMIN 100 MG TABLET
ASTRAZENECA LP	00310010310	TENORMIN 50 MG TABLET
ASTRAZENECA LP	00310010334	TENORMIN 60 MG TABLET
ASTRAZENECA LP	00310010710	TENORMIN 25 MG TABLET
ASTRAZENECA LP	00310011510	TENORETIC 50 TABLET
ASTRAZENECA LP	00310011710	TENORETIC 100 TABLET
ASTRAZENECA LP	00310015010	ZESTRIL 5 MG TABLET
ASTRAZENECA LP	00310015034	ZESTRIL 5 MG TABLET
ASTRAZENECA LP	00310015038	ZESTRIL 5 MG TABLET
ASTRAZENECA LP	00310015110	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310015134	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310015138	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310015173	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310015210	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310015234	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310015238	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310015273	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310015310	ZESTRIL 30 MG TABLET
ASTRAZENECA LP	00310015410	ZESTRIL 40 MG TABLET
ASTRAZENECA LP	00310015510	ZESTRIL 2.5 MG TABLET
ASTRAZENECA LP	00310018110	ZESTORETIC 10/12.5 TABLET
ASTRAZENECA LP	00310018210	ZESTORETIC 20/12.5 TABLET
ASTRAZENECA LP	00310018510	ZESTORETIC 20/25 TABLET
ASTRAZENECA LP	00310021300	ARIMIDEX 1 MG TABLET
ASTRAZENECA LP	00310021920	ZOMIG ZMT 2.5 MG TABLET
ASTRAZENECA LP	00310021921	ZOMIG ZMT 5 MG TABLET
ASTRAZENECA LP	00310027110	SEROQUEL 100 MG TABLET
ASTRAZENECA LP	00310027139	SEROQUEL 100 MG TABLET
ASTRAZENECA LP	00310027210	SEROQUEL 200 MG TABLET
ASTRAZENECA LP	00310027239	SEROQUEL 200 MG TABLET
ASTRAZENECA LP	00310027439	SEROQUEL 300 MG TABLET
ASTRAZENECA LP	00310027460	SEROQUEL 300 MG TABLET
ASTRAZENECA LP	00310027510	SEROQUEL 25 MG TABLET
ASTRAZENECA LP	00310027539	SEROQUEL 25 MG TABLET
ASTRAZENECA LP	00310030011	DIPRIVAN 10 MG/ML VIAL
ASTRAZENECA LP	00310030050	DIPRIVAN 10 MG/ML VIAL
ASTRAZENECA LP	00310030054	DIPRIVAN 10 MG/ML SYRINGE
ASTRAZENECA LP	00310032111	MERREM 1 GM INFUSION BOTTLE
ASTRAZENECA LP	00310032115	MERREM 1 GM ADD-VANTAGE VL
ASTRAZENECA LP	00310032130	MERREM 1 GM VIAL
ASTRAZENECA LP	00310037611	MERREM 600 MG INFUSION BTL
ASTRAZENECA LP	00310037615	MERREM 600 MG ADD-VANTAGE VL
ASTRAZENECA LP	00310037620	MERREM 600 MG VIAL
ASTRAZENECA LP	00310037510	CEFOTAN 10 GM VIAL
ASTRAZENECA LP	00310037610	CEFOTAN 1 GM VIAL
ASTRAZENECA LP	00310037611	CEFOTAN 1 GM PIGGYBACK
ASTRAZENECA LP	00310037631	CEFOTAN 1 GM ADD-VANTAGE VL
ASTRAZENECA LP	00310037720	CEFOTAN 2 GM VIAL
ASTRAZENECA LP	00310037721	CEFOTAN 2 GM PIGGYBACK
ASTRAZENECA LP	00310037732	CEFOTAN 2 GM ADD-VANTAGE VL
ASTRAZENECA LP	00310037851	CEFOTAN 1 GM/50 ML PIGGYBACK
ASTRAZENECA LP	00310037951	CEFOTAN 2 GM/50 ML PIGGYBACK
ASTRAZENECA LP	00310041600	ACCOLATE 10 MG TABLET
ASTRAZENECA LP	00310041623	ACCOLATE 20 MG TABLET
ASTRAZENECA LP	00310041626	ACCOLATE 20 MG TABLET
ASTRAZENECA LP	00310060018	NOLVADEX 10 MG TABLET
ASTRAZENECA LP	00310060080	NOLVADEX 10 MG TABLET
ASTRAZENECA LP	00310060075	NOLVADEX 10 MG TABLET
ASTRAZENECA LP	00310060412	NOLVADEX 20 MG TABLET
ASTRAZENECA LP	00310060430	NOLVADEX 20 MG TABLET
ASTRAZENECA LP	00310060490	NOLVADEX 20 MG TABLET
ASTRAZENECA LP	00310071510	CASODEX 50 MG TABLET
ASTRAZENECA LP	00310071530	CASODEX 50 MG TABLET
ASTRAZENECA LP	00310071539	CASODEX 50 MG TABLET
AXCAN SCANDIPHARM INC	00068010661	BENTYL 10 MG CAPSULE
AXCAN SCANDIPHARM INC	00068012361	BENTYL 20 MG TABLET
AXCAN SCANDIPHARM INC	00068012516	BENTYL 10 MG/5 ML SYRUP
AXCAN SCANDIPHARM INC	00068080823	BENTYL 10 MG/ML AMPUL
AXCAN SCANDIPHARM INC	58914017110	CARAFATE 1 GM TABLET
AXCAN SCANDIPHARM INC	58914017121	CARAFATE 1 GM TABLET
AXCAN SCANDIPHARM INC	58914017130	CARAFATE 1 GM TABLET
AXCAN SCANDIPHARM INC	58914017150	CARAFATE 1 GM TABLET
BAYER CORP PHARMACEUTICAL DIV	00026286146	PRECOSE 50 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026286261	PRECOSE 100 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026819536	TRASYLOL 10,000 UNITS/ML VIAL
BAYER CORP PHARMACEUTICAL DIV	00026819763	TRASYLOL 10,000 UNITS/ML VIAL
BAYER CORP PHARMACEUTICAL DIV	00026811006	CIPRO 100 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026811248	CIPRO 250 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026811251	CIPRO 250 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026811348	CIPRO 500 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026811351	CIPRO 500 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026811448	CIPRO 750 MG TABLET

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
BAYER CORP PHARMACEUTICAL DIV	00026851450	CIPRO 750 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026851336	CIPRO 5% SUSPENSION
BAYER CORP PHARMACEUTICAL DIV	00026853338	CIPRO 10% SUSPENSION
BERLEX INC	50413010110	QUINAGLUTE DURA-TABS 324 MG
BERLEX INC	50413010111	QUINAGLUTE DURA-TABS 324 MG
BERLEX INC	50413010125	QUINAGLUTE DURA-TABS 324 MG
BERLEX INC	50413010130	QUINAGLUTE DURA-TABS 324 MG
BERTEK PHARMACEUTICALS INC	62794015102	MENTAX 1% CREAM
BERTEK PHARMACEUTICALS INC	62794015103	MENTAX 1% CREAM
BIOGEN IDEC MA INC	59627000103	AVONEX ADMIN PACK 30 MCG VL
BIOVAIL PHARMACEUTICALS INC	00088177147	CARDIZEM 30 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177155	CARDIZEM 30 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177180	CARDIZEM 30 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177247	CARDIZEM 60 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177255	CARDIZEM 60 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177260	CARDIZEM 90 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088177747	CARDIZEM SR 60 MG CAPSULE SA
BIOVAIL PHARMACEUTICALS INC	00088177847	CARDIZEM SR 90 MG CAPSULE SA
BIOVAIL PHARMACEUTICALS INC	00088177947	CARDIZEM SR 120 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088178816	CARDIZEM 100 MG MONOVIAL
BIOVAIL PHARMACEUTICALS INC	00088178917	CARDIZEM 5 MG/ML LYO-JECT
BIOVAIL PHARMACEUTICALS INC	00088179147	CARDIZEM 90 MG TABLET
BIOVAIL PHARMACEUTICALS INC	00088179330	CARDIZEM CD 120 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179542	CARDIZEM CD 120 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179630	CARDIZEM CD 180 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179642	CARDIZEM CD 180 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179730	CARDIZEM CD 240 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179742	CARDIZEM CD 240 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179830	CARDIZEM CD 300 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	00088179842	CARDIZEM CD 300 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	0017399341	ZOVIRAX 5% OINTMENT
BIOVAIL PHARMACEUTICALS INC	84465478247	CARDIZEM 120 MG TABLET
BIOVAIL PHARMACEUTICALS INC	84465479548	CARDIZEM CD 120 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	84465479648	CARDIZEM CD 180 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	84465479650	CARDIZEM CD 180 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	84465479749	CARDIZEM CD 240 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	84465479849	CARDIZEM CD 300 MG CAP SA
BIOVAIL PHARMACEUTICALS INC	84465479842	CARDIZEM CD 360 MG CAP SA
BLANK	00026013130	PLASMANATE 5% IV SOLUTION
BLANK	00026013135	PLASMANATE 5% IV SOLUTION
BLANK	00026016415	PLASBUNIN-25 IV SOLUTION
BLANK	00026016420	PLASBUNIN-25 IV SOLUTION
BLANK	00026016471	PLASBUNIN-25 IV SOLUTION
BLANK	00026016520	PLASBUNIN-5 IV SOLUTION
BLANK	00026016525	PLASBUNIN-5 IV SOLUTION
BLANK	00085028301	K-DUR 10 MEG TABLET SA
BLANK	00085028381	K-DUR 10 MEG TABLET SA
BLANK	00085070304	TRINALIN REPETABS
BLANK	00085070701	K-DUR 20 MEG TABLET SA
BLANK	00085070706	K-DUR 20 MEG TABLET SA
BLANK	00085070710	K-DUR 20 MEG TABLET SA
BLANK	00085070781	K-DUR 20 MEG TABLET SA
BLANK	00085081630	NITRO-DUR 0.8 MG/HR PATCH
BLANK	00085081635	NITRO-DUR 0.8 MG/HR PATCH
BLANK	00085113601	INTEGRILIN 75 MG/100 ML VIAL
BLANK	00085115303	IMDUR 120 MG TABLET SA
BLANK	00085115304	IMDUR 120 MG TABLET SA
BLANK	00085117701	INTEGRILIN 200 MG/100 ML VIAL
BLANK	00085117702	INTEGRILIN 200 MG/100 ML VIAL
BLANK	00085330601	IMDUR 30 MG TABLET SA
BLANK	00085330603	IMDUR 30 MG TABLET SA
BLANK	00085331630	NITRO-DUR 0.3 MG/HR PATCH
BLANK	00085331535	NITRO-DUR 0.3 MG/HR PATCH
BLANK	00085411001	IMDUR 60 MG TABLET SA
BLANK	00085411003	IMDUR 60 MG TABLET SA
BLANK	11094001104	DEFINITY 1.1 MG/ML VIAL
BLANK	54092018301	ADDERALL XR 10 MG CAPSULE SA
BLANK	54092018701	ADDERALL XR 20 MG CAPSULE SA
BLANK	54092018901	ADDERALL XR 30 MG CAPSULE SA
BLANK	00087001147	CAPCIT 20 MG/ML VIAL
BLANK	00087011142	CAPCIT 20 MG/ML ORAL SOLN
BLANK	00597040160	AGGRENOX CAPSULE SA
BLANK	00597040601	CATAPRES 0.1 MG TABLET
BLANK	00597040701	CATAPRES 0.2 MG TABLET
BLANK	00597041101	CATAPRES 0.3 MG TABLET
BLANK	00597041314	COMBIVENT INHALER
BLANK	00597041701	PERSANTINE 25 MG TABLET
BLANK	00597041801	PERSANTINE 60 MG TABLET
BLANK	00597041901	PERSANTINE 75 MG TABLET
BLANK	00597042001	SERENTIL 10 MG TABLET
BLANK	00597042101	SERENTIL 25 MG TABLET
BLANK	00597042301	SERENTIL 100 MG TABLET
BLANK	00597042504	SERENTIL 25 MG/ML ORAL CONC
BLANK	00597042702	SERENTIL 25 MG/ML AMPUL
BLANK	00597043112	CATAPRES-TTS 1 PATCH
BLANK	00597043212	CATAPRES-TTS 2 PATCH

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00587003334	CATAPRES-TTS 3 PATCH
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00587004601	VIRAMUNE 200 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00587004080	VIRAMUNE 200 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00587004661	VIRAMUNE 200 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00587004724	VIRAMUNE 50 MG/5 ML SUSP
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00587006801	MEXITIL 150 MG CAPSULE
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00587008701	MEXITIL 200 MG CAPSULE
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00587006801	MEXITIL 250 MG CAPSULE
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00587007017	ALUPENT 650 MCG INHALER COMP
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00587008042	ATROVENT 0.02% SOLUTION
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00587008130	ATROVENT 0.03% SPRAY
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00587008214	ATROVENT INHALER
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00587008678	ATROVENT 0.06% SPRAY
BRISTOL MYERS SQUIBB CO	00015004241	CYTOXAN 500 MG VIAL
BRISTOL MYERS SQUIBB CO	00015004641	CYTOXAN 1 GM VIAL
BRISTOL MYERS SQUIBB CO	00015005041	CYTOXAN 2 GM VIAL
BRISTOL MYERS SQUIBB CO	0001511750	TEQUIN 200 MG TABLET
BRISTOL MYERS SQUIBB CO	0001511760	TEQUIN 200 MG TABLET
BRISTOL MYERS SQUIBB CO	0001511770	TEQUIN 400 MG TABLET
BRISTOL MYERS SQUIBB CO	0001511780	TEQUIN 400 MG TABLET
BRISTOL MYERS SQUIBB CO	00015301238	BICNU 100 MG VIAL
BRISTOL MYERS SQUIBB CO	00015301287	BICNU 100 MG VIAL
BRISTOL MYERS SQUIBB CO	00015303020	CEENU 10 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00015303120	CEENU 40 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00015303220	CEENU 100 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00016303410	CEENU DOSE PACK
BRISTOL MYERS SQUIBB CO	00015307519	VUMON 10 MG/ML AMPUL
BRISTOL MYERS SQUIBB CO	00015307597	VUMON 10 MG/ML AMPUL
BRISTOL MYERS SQUIBB CO	00015308060	LYSDREN 500 MG TABLET
BRISTOL MYERS SQUIBB CO	00015308145	VEPESIO 60 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00015321330	PARAPLATIN 50 MG VIAL
BRISTOL MYERS SQUIBB CO	00015321430	PARAPLATIN 150 MG VIAL
BRISTOL MYERS SQUIBB CO	00015321530	PARAPLATIN 450 MG VIAL
BRISTOL MYERS SQUIBB CO	00015304020	ETOPPOSID 100 MG VIAL
BRISTOL MYERS SQUIBB CO	00058016570	COLUMADIN 4 MG TABLET
BRISTOL MYERS SQUIBB CO	00058016575	COLUMADIN 4 MG TABLET
BRISTOL MYERS SQUIBB CO	00058016590	COLUMADIN 4 MG TABLET
BRISTOL MYERS SQUIBB CO	00058016590	COLUMADIN 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00058016595	COLUMADIN 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00058016590	COLUMADIN 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00058017070	COLUMADIN 2 MG TABLET
BRISTOL MYERS SQUIBB CO	00058017075	COLUMADIN 2 MG TABLET
BRISTOL MYERS SQUIBB CO	00058017080	COLUMADIN 2 MG TABLET
BRISTOL MYERS SQUIBB CO	00058017270	COLUMADIN 5 MG TABLET
BRISTOL MYERS SQUIBB CO	00058017275	COLUMADIN 5 MG TABLET
BRISTOL MYERS SQUIBB CO	00058017290	COLUMADIN 5 MG TABLET
BRISTOL MYERS SQUIBB CO	00058017370	COLUMADIN 7.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00058017375	COLUMADIN 7.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00058017470	COLUMADIN 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00058017475	COLUMADIN 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00058017670	COLUMADIN 2.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00058017675	COLUMADIN 2.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00058017690	COLUMADIN 2.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00058017870	COLUMADIN 3 MG TABLET
BRISTOL MYERS SQUIBB CO	00058017875	COLUMADIN 3 MG TABLET
BRISTOL MYERS SQUIBB CO	00058018090	COLUMADIN 3 MG TABLET
BRISTOL MYERS SQUIBB CO	00058018070	COLUMADIN 6 MG TABLET
BRISTOL MYERS SQUIBB CO	00058018075	COLUMADIN 6 MG TABLET
BRISTOL MYERS SQUIBB CO	00058018990	COLUMADIN 8 MG TABLET
BRISTOL MYERS SQUIBB CO	00058047030	SUSTIVA 80 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00058047330	SUSTIVA 100 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00058047492	SUSTIVA 200 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00087003147	SERZONE 60 MG TABLET
BRISTOL MYERS SQUIBB CO	00087003231	SERZONE 100 MG TABLET
BRISTOL MYERS SQUIBB CO	00087003331	SERZONE 200 MG TABLET
BRISTOL MYERS SQUIBB CO	00087003331	SERZONE 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087004131	SERZONE 250 MG TABLET
BRISTOL MYERS SQUIBB CO	00087013546	MONOPRIL 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00087013585	MONOPRIL 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00087044841	POLY-VI-FLO 0.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087047402	POLY-VI-FLO 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00087047411	POLY-VI-FLO 0.25 MG TAB CHW
BRISTOL MYERS SQUIBB CO	00087047441	POLY-VI-FLO 0.25 MG TB
BRISTOL MYERS SQUIBB CO	00087050201	CYTOXAN 500MG VIAL
BRISTOL MYERS SQUIBB CO	00087060942	MONOPRIL 20 MG TABLET
BRISTOL MYERS SQUIBB CO	00087060943	MONOPRIL 20 MG TABLET
BRISTOL MYERS SQUIBB CO	00087060985	MONOPRIL 20 MG TABLET
BRISTOL MYERS SQUIBB CO	00087120213	MONOPRIL 40 MG TABLET
BRISTOL MYERS SQUIBB CO	00087140201	MONOPRIL HCT 10/12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087140301	MONOPRIL HCT 20/12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277131	AVAPRO 75 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277132	AVAPRO 75 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277215	AVAPRO 100 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277231	AVAPRO 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277232	AVAPRO 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277235	AVAPRO 150 MG TABLET

Privileged and Confidential Information
Page 6

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
ELI LILLY AND CO	00002803101	GLUCAGON 1 MG EMERGENCY KIT
ELI LILLY AND CO	00002808901	HUMATROPE 6 MG CARTRIDGE
ELI LILLY AND CO	00002809001	HUMATROPE 12 MG CARTRIDGE
ELI LILLY AND CO	00002809101	HUMATROPE 24 MG CARTRIDGE
ELI LILLY AND CO	00002809101	HUMULIN R 200 UNITS/ML VIAL
ELI LILLY AND CO	00430003514	SARAFEM 10 MG PULVULE
ELI LILLY AND CO	00430003614	SARAFEM 20 MG PULVULE
FERNDAL LABORATORIES INC	00496071603	PRAMOSONE 1% CREAM
FERNDAL LABORATORIES INC	00496071604	PRAMOSONE 1% CREAM
FERNDAL LABORATORIES INC	00496071703	PRAMOSONE 2.5% CREAM
FERNDAL LABORATORIES INC	00496071704	PRAMOSONE 2.5% CREAM
FERNDAL LABORATORIES INC	00496072604	PRAMOSONE 2.5% LOTION
FERNDAL LABORATORIES INC	00496072608	PRAMOSONE 2.5% LOTION
FERNDAL LABORATORIES INC	00496072903	PRAMOSONE 1% LOTION
FERNDAL LABORATORIES INC	00496072904	PRAMOSONE 1% LOTION
FERNDAL LABORATORIES INC	00496072908	PRAMOSONE 1% LOTION
FERNDAL LABORATORIES INC	00496076304	PRAMOSONE 1% OINTMENT
FERNDAL LABORATORIES INC	00496077704	PRAMOSONE 2.5% OINTMENT
FERNDAL LABORATORIES INC	00496077804	ANALPRAM-HC 1% CREAM
FERNDAL LABORATORIES INC	00496080004	ANALPRAM-HC 2.5% CREAM
FERNDAL LABORATORIES INC	00496082804	ANALPRAM-HC 2.5% LOTION
FERNDAL LABORATORIES INC	00496086745	CLINAC BPO 7% GEL
FIRST HORIZON PHARMACEUTICAL CORP	00310009139	SULAR 10 MG TABLET SA
FIRST HORIZON PHARMACEUTICAL CORP	00310009239	SULAR 20 MG TABLET SA
FIRST HORIZON PHARMACEUTICAL CORP	00310009339	SULAR 30 MG TABLET SA
FIRST HORIZON PHARMACEUTICAL CORP	59830012090	PRENATE ADVANCE TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59830014010	SULAR 10 MG TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59830014110	SULAR 20 MG TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59830014210	SULAR 30 MG TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59830014310	SULAR 40 MG TABLET
FOREST PHARMACEUTICALS INC	00456004001	THYROLAR-1H STRENGTH TAB
FOREST PHARMACEUTICALS INC	00456004501	THYROLAR-1/2 STRENGTH TAB
FOREST PHARMACEUTICALS INC	00456005001	THYROLAR-1 STRENGTH TABLET
FOREST PHARMACEUTICALS INC	00456005501	THYROLAR-2 STRENGTH TABLET
FOREST PHARMACEUTICALS INC	00456006001	THYROLAR-3 STRENGTH TABLET
FOREST PHARMACEUTICALS INC	00456015701	ARMOUR THYROID 15 MG TABLET
FOREST PHARMACEUTICALS INC	00456045800	ARMOUR THYROID 30 MG TABLET
FOREST PHARMACEUTICALS INC	00456045901	ARMOUR THYROID 30 MG TABLET
FOREST PHARMACEUTICALS INC	00456045963	ARMOUR THYROID 30 MG TABLET
FOREST PHARMACEUTICALS INC	00456045900	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456045901	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456045901	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456045963	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456046001	ARMOUR THYROID 90 MG TABLET
FOREST PHARMACEUTICALS INC	00456046100	ARMOUR THYROID 120 MG TABLET
FOREST PHARMACEUTICALS INC	00456046101	ARMOUR THYROID 120 MG TABLET
FOREST PHARMACEUTICALS INC	00456046163	ARMOUR THYROID 120 MG TABLET
FOREST PHARMACEUTICALS INC	00456048200	ARMOUR THYROID 180 MG TABLET
FOREST PHARMACEUTICALS INC	00456048201	ARMOUR THYROID 180 MG TABLET
FOREST PHARMACEUTICALS INC	00456048301	ARMOUR THYROID 240 MG TABLET
FOREST PHARMACEUTICALS INC	00456048401	ARMOUR THYROID 300 MG TABLET
FOREST PHARMACEUTICALS INC	00456052101	FLUMADINE 100 MG TABLET
FOREST PHARMACEUTICALS INC	00456052708	FLUMADINE 50 MG/5 ML SYRUP
FOREST PHARMACEUTICALS INC	00456060101	BANCAP HC CAPSULE
FOREST PHARMACEUTICALS INC	00456068001	ESGIC TABLET
FOREST PHARMACEUTICALS INC	00456068508	ELIXOPHYLLIN-KI ELIXIR
FOREST PHARMACEUTICALS INC	00456068808	ELIXOPHYLLIN GO 100/100 LIQ
FOREST PHARMACEUTICALS INC	00456068816	ELIXOPHYLLIN GO 100/100 LIQ
FOREST PHARMACEUTICALS INC	00456067099	AEROBID-M AEROSOL WIADAPTER
FOREST PHARMACEUTICALS INC	00456067299	AEROBID AEROSOL WIADAPTER
FOREST PHARMACEUTICALS INC	00456067801	ESGIC-PLUS TABLET
FOREST PHARMACEUTICALS INC	00456068801	TESSALON PERLE 100 MG CAP
FOREST PHARMACEUTICALS INC	00456068802	TESSALON PERLE 100 MG CAP
FOREST PHARMACEUTICALS INC	00456069801	TESSALON 200 MG CAPSULE
FOREST PHARMACEUTICALS INC	00456401001	CELEXA 10 MG TABLET
FOREST PHARMACEUTICALS INC	00456402001	CELEXA 20 MG TABLET
FOREST PHARMACEUTICALS INC	00456402063	CELEXA 20 MG TABLET
FOREST PHARMACEUTICALS INC	00456404001	CELEXA 40 MG TABLET
FOREST PHARMACEUTICALS INC	00456404063	CELEXA 40 MG TABLET
FOREST PHARMACEUTICALS INC	00456412363	CERVIDIL 10 MG VAGINAL INSERT
FOREST PHARMACEUTICALS INC	00456413068	CELEXA 10 MG/5 ML SOLUTION
FOREST PHARMACEUTICALS INC	00456430008	MONURUL 3 GM SACHET
FOREST PHARMACEUTICALS INC	00536001101	ESGIC TABLET
FOREST PHARMACEUTICALS INC	00785112001	LORCET-HD CAPSULE
FOREST PHARMACEUTICALS INC	00785112201	LORCET PLUS TABLET
FOREST PHARMACEUTICALS INC	00785112250	LORCET PLUS TABLET
FOREST PHARMACEUTICALS INC	00785112263	LORCET PLUS TABLET
FOREST PHARMACEUTICALS INC	00785833001	LORCET 10/50 TABLET
FOREST PHARMACEUTICALS INC	00785833050	LORCET 10/50 TABLET
FOREST PHARMACEUTICALS INC	00785833063	LORCET 10/50 TABLET
GENENTECH INC	50242001802	PROTROPIN 5 MG VIAL
GENENTECH INC	50242001584	PROTROPIN 5 MG VIAL
GENENTECH INC	50242001620	PROTROPIN 10 MG VIAL
GENENTECH INC	50242001665	PROTROPIN 10 MG VIAL
GENENTECH INC	50242001620	NUTROPIN 10 MG VIAL
GENENTECH INC	50242001666	NUTROPIN 5 MG VIAL

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
GENENTECH INC	50242002067	NUTROPIN 10 MG VIAL
GENENTECH INC	50242002219	NUTROPIN AQ 5 MG/ML VIAL
GENENTECH INC	50242002308	NUTROPIN AQ 5 MG/ML VIAL
GENENTECH INC	50242002608	NUTROPIN AQ 5 MG/ML VIAL
GENENTECH INC	50242002849	PROTROPIN 5 MG VIAL
GENENTECH INC	50242003080	PROTROPIN 10 MG VIAL
GENENTECH INC	50242003235	NUTROPIN DEPOT 13.5 MG KIT
GENENTECH INC	50242003248	NUTROPIN 5 MG VIAL
GENENTECH INC	50242003441	NUTROPIN DEPOT 18 MG KIT
GENENTECH INC	50242003450	NUTROPIN 10 MG VIAL
GENENTECH INC	50242003654	NUTROPIN DEPOT 22.5 MG KIT
GENENTECH INC	502420037202	NUTROPIN 5 MG VIAL
GENENTECH INC	50242004038	PULMOZYME 1 MG/ML AMPUL
GENENTECH INC	50242004040	PULMOZYME 1 MG/ML AMPUL
GENENTECH INC	50242004111	NUTROPIN AQ 5 MG/ML VIAL
GILEAD SCIENCES INC	6195800101	VIREAD 300 MG TABLET
GILEAD SCIENCES INC	6195800101	HEPSELA 10 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173008783	RETROVIR IV INFUSION VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173008855	RETROVIR 100 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173008855	RETROVIR 100 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173001318	RETROVIR 10 MG/ML SYRUP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173003555	WELLBUTRIN SR 150 MG TAB SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173007755	WELLBUTRIN 75 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173007855	WELLBUTRIN 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173009155	DARAPRIM 25 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173003044	DIGIBIND 38 MG VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004255	LANOXIN 125 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004256	LANOXIN 125 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004275	LANOXIN 125 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004955	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004958	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004975	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004980	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173005427	LANOXIN 50 MCG/ML ELIXIR
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173005218	VENTOLIN 90 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173005219	VENTOLIN 90 MCG INH REFILL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173005602	BECONASE 42 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004412	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004414	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004417	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004442	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004447	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173003354	ZANTAC 15 MG/ML SYRUP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173003700	CEFTIN 250 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173003701	CEFTIN 250 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173003742	CEFTIN 250 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173003879	BECONASE AQ 0.042% SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173003908	ZANTAC 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173003940	ZANTAC 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173003947	ZANTAC 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173003940	CEFTIN 500 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173003941	CEFTIN 500 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173003942	CEFTIN 500 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173003951	CEFTIN 125 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004050	CEFTIN 125 MG/5 ML ORAL SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004202	ZANTAC 150 MG EFFERDOSE TAB
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004200	ZOFTRAN 2 MG/ML VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004600	ZOFTRAN 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004602	ZOFTRAN 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004604	ZOFTRAN 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004700	ZOFTRAN 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004702	ZOFTRAN 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004704	ZOFTRAN 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004801	INTREX 6 MG/0.5 ML KIT REFL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004902	INTREX 6 MG/0.5 ML VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004903	INTREX 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004901	FLOXASE 0.05% NASAL SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004900	INTREX 50 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004902	INTREX 25 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004910	ZOFTRAN 32 MG/50 ML BAG
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004910	SEREVENT 21 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004900	SEREVENT 21 MCG INHRL REFILL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004900	SEREVENT 21 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004900	BECONASE 42 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004901	EPIVIR 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004910	EPIVIR 10 MG/ML ORAL SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004900	INTREX 6 MG/0.5 ML KIT REFL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004900	INTREX 6 MG/0.5 ML SYRNG KIT
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004900	ZOFTRAN 4 MG/5 ML ORAL SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004910	FLOVENT 44 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004900	FLOVENT 110 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004950	FLOVENT 220 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004900	FLOVENT 44 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004900	FLOVENT 110 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173004900	FLOVENT 220 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173005100	RETROVIR 300 MG TABLET

Privileged and Confidential Information

In Re First DataBank Drug Pricing Litigation Appendix A Drugs by NDC

FIRM	NDC	DRUG NAME AND DESCRIPTION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173050400	FLOVENT 250 MCG ROTADISK
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173050900	FLOVENT 100 MCG ROTADISK
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173051100	FLOVENT 50 MCG ROTADISK
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173051700	FLOLAN 0.5 MG VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173051800	DILUENT FOR FLOLAN VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052000	SEREVENT DISKUS 50 MCG
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052100	SEREVENT DISKUS 80 MCG
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052300	IMITREX 20 MG NASAL SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052400	IMITREX 6 MG NASAL SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052600	LAMICTAL 5 MG DISPER TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052700	LAMICTAL 25 MG DISPER TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052700	MEPRON 750 MG/5 ML SUSPENSION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052400	CEFTIN 250 MG/5 ML ORAL SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052500	CEFTIN 250 MG/5 ML ORAL SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052601	ZYBAN 150 MG TABLET SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052602	ZYBAN 150 MG TABLET SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173053100	AMERGE 1 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173053200	AMERGE 2 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173053502	VALTREX 1 GM CAPLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173053900	ZOFIRAN ODT 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173057000	ZOFIRAN ODT 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173057004	ZOFIRAN ODT 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058500	COMBIVIR TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058502	COMBIVIR TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058302	LAMICTAL 25 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058353	LEUKERAN 2 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058255	LAMICTAL 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058360	LAMICTAL 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058460	LAMICTAL 200 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058601	NAVELBINE 10 MG/ML VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058644	NAVELBINE 10 MG/ML VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058100	ZIAGEN 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058101	ZIAGEN 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058200	EPIVIR HBV 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058300	EPIVIR HBV 25 MG/5 ML SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058400	ZIAGEN 20 MG/ML SOLUTION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058519	MEPRON 750 MG/5 ML SUSPENSION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173057200	AGENERASE 150 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173057501	MALARONE 250-100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173057601	MALARONE 92.5-25 MG PED TAB
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173057900	AGENERASE 50 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058000	ZOFIRAN 24 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058101	RELENZA 8 MG DISKHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058700	AGENERASE 15 MG/ML ORAL SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058100	TRIZVIR TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058500	ADVAIR 100/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058502	ADVAIR 100/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058600	ADVAIR 250/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058602	ADVAIR 250/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058700	ADVAIR 500/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058702	ADVAIR 600/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173071325	MYLERAN 2 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173080025	THIOGLANINE TABLET 40 MG TB
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173081303	VALTREX 500 MG CAPLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173083556	VALTREX 500 MG CAPLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173084555	ZOVIRAX 800 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173084755	WELLBUTRIN SR 100 MG TAB SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173084955	ZOVIRAX 400 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173084201	ZOVIRAX 1,000 MG VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173084398	ZOVIRAX 200 MG/5 ML SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173084355	ZOVIRAX 200 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173084356	ZOVIRAX 200 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173084601	ZOVIRAX 500 MG VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	57844052207	PURINETHOL 50 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	57844052252	PURINETHOL 50 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	59572030101	ALKERAN 60 MG VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	59572030250	ALKERAN 2 MG TABLET
HAWTHORN PHARMACEUTICALS	63177051504	GYTAN-D SUSPENSION
HOECHST ROUSSEL PHARMACEUTICALS DIV	00038000008	DIABETA 1.25MG TABLET
HOFFMANN LA ROCHE INC	00004002828	NAPROSYN 125 MG/5 ML SUSPEN
HOFFMANN LA ROCHE INC	00004003822	VALCYTE 450 MG TABLET
HOFFMANN LA ROCHE INC	00004004801	KLONOPIN 1 MG TABLET
HOFFMANN LA ROCHE INC	00004004801	KLONOPIN 0.6 MG TABLET
HOFFMANN LA ROCHE INC	00004005801	KLONOPIN 2 MG TABLET
HOFFMANN LA ROCHE INC	00004012101	BUMEX 1 MG TABLET
HOFFMANN LA ROCHE INC	00004012111	BUMEX 1 MG TABLET
HOFFMANN LA ROCHE INC	00004012114	BUMEX 1 MG TABLET
HOFFMANN LA ROCHE INC	00004012501	BUMEX 0.5 MG TABLET
HOFFMANN LA ROCHE INC	00004012511	BUMEX 0.5 MG TABLET
HOFFMANN LA ROCHE INC	00004014301	ROCALTROL 0.25 MCG CAPSULE
HOFFMANN LA ROCHE INC	00004014323	ROCALTROL 0.25 MCG CAPSULE
HOFFMANN LA ROCHE INC	00004014401	ROCALTROL 0.5 MCG CAPSULE
HOFFMANN LA ROCHE INC	00004016103	FANSIDAR 500/25 TABLET
HOFFMANN LA ROCHE INC	00004016201	BUMEX 2 MG TABLET
HOFFMANN LA ROCHE INC	00004016211	BUMEX 2 MG TABLET
HOFFMANN LA ROCHE INC	00004016551	VERSED 10 MG/5 ML SYRUP

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
HOFFMANN LA ROCHE INC	00004017202	LARIAM 750 MG TABLET
HOFFMANN LA ROCHE INC	00004018022	CARDENE SR 30 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018091	CARDENE SR 30 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018122	CARDENE SR 45 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018191	CARDENE SR 45 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018222	CARDENE SR 60 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018301	CARDENE 20 MG CAPSULE
HOFFMANN LA ROCHE INC	00004018401	CARDENE 30 MG CAPSULE
HOFFMANN LA ROCHE INC	00004022001	HIVID 0.375 MG TABLET
HOFFMANN LA ROCHE INC	00004022101	HIVID 0.750 MG TABLET
HOFFMANN LA ROCHE INC	00004025909	KYTRIL 1 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004026009	KYTRIL 1 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004026515	INVIRASE 200 MG CAPSULE
HOFFMANN LA ROCHE INC	00004026548	FORTOVASE 200 MG SOFTGEL CAP
HOFFMANN LA ROCHE INC	00004025001	VESANOID 10 MG CAPSULE
HOFFMANN LA ROCHE INC	00004025652	XENICAL 120 MG CAPSULE
HOFFMANN LA ROCHE INC	00004025901	CELLCEPT 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00004025905	CELLCEPT 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00004025943	CELLCEPT 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00004026001	CELLCEPT 500 MG TABLET
HOFFMANN LA ROCHE INC	00004026043	CELLCEPT 500 MG TABLET
HOFFMANN LA ROCHE INC	00004026128	CELLCEPT 200 MG/ML ORAL SUSP
HOFFMANN LA ROCHE INC	00004026201	DEMADEX 5 MG TABLET
HOFFMANN LA ROCHE INC	00004026248	DEMADEX 5 MG TABLET
HOFFMANN LA ROCHE INC	00004026301	DEMADEX 10 MG TABLET
HOFFMANN LA ROCHE INC	00004026348	DEMADEX 10 MG TABLET
HOFFMANN LA ROCHE INC	00004026401	DEMADEX 20 MG TABLET
HOFFMANN LA ROCHE INC	00004026448	DEMADEX 20 MG TABLET
HOFFMANN LA ROCHE INC	00004026801	DEMADEX 100 MG TABLET
HOFFMANN LA ROCHE INC	00004026548	DEMADEX 100 MG TABLET
HOFFMANN LA ROCHE INC	00004026705	DEMADEX 10 MG/ML AMPUL
HOFFMANN LA ROCHE INC	00004026805	DEMADEX 10 MG/ML AMPUL
HOFFMANN LA ROCHE INC	00004026948	CYTOVENE 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00004027301	TORADOL 10 MG TABLET
HOFFMANN LA ROCHE INC	00004027848	CYTOVENE 500 MG CAPSULE
HOFFMANN LA ROCHE INC	00004028057	SORIATANE 10 MG CAPSULE
HOFFMANN LA ROCHE INC	00004028099	CELLCEPT 500 MG VIAL
HOFFMANN LA ROCHE INC	00004054109	ZENAPAX 5 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004058065	TAMIFLU 75 MG GELCAP
HOFFMANN LA ROCHE INC	00004081095	TAMIFLU ORAL SUSPENSION
HOFFMANN LA ROCHE INC	00004103225	GANTHRISIN PED 800 MG/ML SUS
HOFFMANN LA ROCHE INC	00004114051	XELODA 150 MG TABLET
HOFFMANN LA ROCHE INC	00004114116	XELODA 600 MG TABLET
HOFFMANN LA ROCHE INC	00004194601	VERSED 5 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004194201	ROCEPHIN 250 MG VIAL
HOFFMANN LA ROCHE INC	00004194202	ROCEPHIN 250 MG VIAL
HOFFMANN LA ROCHE INC	00004194301	ROCEPHIN 500 MG VIAL
HOFFMANN LA ROCHE INC	00004194302	ROCEPHIN 500 MG VIAL
HOFFMANN LA ROCHE INC	00004194401	ROCEPHIN 1 GM VIAL
HOFFMANN LA ROCHE INC	00004194402	ROCEPHIN 1 GM PIGGYBACK
HOFFMANN LA ROCHE INC	00004194404	ROCEPHIN 1 GM VIAL
HOFFMANN LA ROCHE INC	00004194405	ROCEPHIN ADD-VANTAGE 1 GM VIAL
HOFFMANN LA ROCHE INC	00004194501	ROCEPHIN 2 GM VIAL
HOFFMANN LA ROCHE INC	00004194502	ROCEPHIN 2 GM PIGGYBACK
HOFFMANN LA ROCHE INC	00004194505	ROCEPHIN ADD-VANTAGE 2 GM VIAL
HOFFMANN LA ROCHE INC	00004197101	ROCEPHIN 10 GM VIAL
HOFFMANN LA ROCHE INC	00004197301	VERSED 5 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004197401	VERSED 5 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004197501	VERSED 5 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004198006	VERSED 1 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004198501	VERSED 1 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004200006	VERSED 1 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004201109	ROFERON-A 8MM UNITS/ML VIAL
HOFFMANN LA ROCHE INC	00004201209	ROFERON-A 3884 UNITS/ML VIAL
HOFFMANN LA ROCHE INC	00004201507	ROFERON-A 3MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	00004201509	ROFERON-A 3MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	00004201607	ROFERON-A 8MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	00004201609	ROFERON-A 6MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	00004201707	ROFERON-A 9MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	00004201709	ROFERON-A 9MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	00004592001	TASMAR 100 MG TABLET
HOFFMANN LA ROCHE INC	00004592101	TASMAR 200 MG TABLET
HOFFMANN LA ROCHE INC	00004626201	ANAPROX 275 MG TABLET
HOFFMANN LA ROCHE INC	00004631014	NAPROSYN 500 MG TABLET
HOFFMANN LA ROCHE INC	00004631114	NAPROSYN 375 MG TABLET
HOFFMANN LA ROCHE INC	00004631201	NAPROSYN 250 MG TABLET
HOFFMANN LA ROCHE INC	00004641501	EC-NAPROSYN 375 MG TABLET EC
HOFFMANN LA ROCHE INC	00004641601	EC-NAPROSYN 500 MG TABLET EC
HOFFMANN LA ROCHE INC	00004692508	TORADOL IV/IM 15 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004692606	TORADOL IV/IM 30 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004692709	TORADOL 30 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004694003	CYTOVENE 500 MG VIAL
HOFFMANN LA ROCHE INC	00004911500	ROCALTROL 1 MG/ML ORAL SOLN
HOFFMANN LA ROCHE INC	00140000401	VALIUM 2 MG TABLET
HOFFMANN LA ROCHE INC	00140000501	VALIUM 3 MG TABLET
HOFFMANN LA ROCHE INC	00140000514	VALIUM 5 MG TABLET

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
HOFFMANN LA ROCHE INC	00140000801	VALIUM 10 MG TABLET
HOFFMANN LA ROCHE INC	00140000814	VALIUM 10 MG TABLET
HOFFMANN LA ROCHE INC	63032000125	SORIATANE 25 MG CAPSULE
HOLLISTER STIER LABORATORIES LLC	65044990005	HONEY BEE VENOM PROTEIN VL
HOLLISTER STIER LABORATORIES LLC	65044990008	HONEY BEE VENOM PROTEIN VL
HOLLISTER STIER LABORATORIES LLC	65044990105	WHITE-FACED HORNET VENOM VL
HOLLISTER STIER LABORATORIES LLC	65044990108	WHITE-FACED HORNET VIAL
HOLLISTER STIER LABORATORIES LLC	65044990205	YELLOW-HORNET VENOM VIAL
HOLLISTER STIER LABORATORIES LLC	65044990305	WASP VENOM PROTEIN VIAL
HOLLISTER STIER LABORATORIES LLC	65044990306	WASP VENOM PROTEIN VIAL
HOLLISTER STIER LABORATORIES LLC	65044990405	YELLOW JACKET VENOM VIAL
HOLLISTER STIER LABORATORIES LLC	65044990406	YELLOW JACKET VENOM VIAL
HOLLISTER STIER LABORATORIES LLC	65044990505	MIXED VESPID VENOM VIAL
HOLLISTER STIER LABORATORIES LLC	65044990506	MIXED VESPID VENOM VIAL
HOLLISTER STIER LABORATORIES LLC	65044990705	PRE-PEN 0.25 MG AMPUL
HOSPIRA INC	50418010801	MAGNEVIST VIAL
HOSPIRA INC	50418010815	MAGNEVIST VIAL
JOHNSON & JOHNSON GROUP	00045000585	LEVAQUIN I.V. 25 MG/ML VIAL
JOHNSON & JOHNSON GROUP	00045000601	LEVAQUIN I.V. MINIBAG
JOHNSON & JOHNSON GROUP	00045000701	LEVAQUIN 250 MG/50 ML DSW
JOHNSON & JOHNSON GROUP	00045000801	LEVAQUIN 500 MG/100 ML DSW
JOHNSON & JOHNSON GROUP	00045000851	LEVAQUIN 25 MG/ML VIAL
JOHNSON & JOHNSON GROUP	00045020301	HALDOL DECANOATE 50 AMPUL
JOHNSON & JOHNSON GROUP	00045020303	HALDOL DECANOATE 50 AMPUL
JOHNSON & JOHNSON GROUP	00045020345	HALDOL DECANOATE 50 VIAL
JOHNSON & JOHNSON GROUP	00045020414	HALDOL DECANOATE 100 AMPUL
JOHNSON & JOHNSON GROUP	00045020448	HALDOL DECANOATE 100 VIAL
JOHNSON & JOHNSON GROUP	00045020501	HALDOL 5 MG/ML AMPUL
JOHNSON & JOHNSON GROUP	00045020549	HALDOL 5 MG/ML VIAL
JOHNSON & JOHNSON GROUP	00045030588	PARAFON FORTE DSC 500 MG CPT
JOHNSON & JOHNSON GROUP	00045030160	PANCREAZE MT 4 CAPSULE EC
JOHNSON & JOHNSON GROUP	00045030260	PANCREAZE MT 10 CAPSULE EC
JOHNSON & JOHNSON GROUP	00045030360	PANCREAZE MT 16 CAPSULE EC
JOHNSON & JOHNSON GROUP	00045030660	PANCREAZE MT 20 CAPSULE EC
JOHNSON & JOHNSON GROUP	00045040460	TOLECTIN DS 400 MG CAPSULE
JOHNSON & JOHNSON GROUP	00045040860	TOLECTIN 600 MG TABLET
JOHNSON & JOHNSON GROUP	00045050815	TYLENOL W/CODEINE ELIXIR
JOHNSON & JOHNSON GROUP	00045050360	TYLENOL W/CODEINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045050370	TYLENOL W/CODEINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045050372	TYLENOL W/CODEINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045050373	TYLENOL W/CODEINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045050388	TYLENOL W/CODEINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045060560	TYLENOL W/CODEINE #4 TABLET
JOHNSON & JOHNSON GROUP	00045050570	TYLENOL W/CODEINE #4 TABLET
JOHNSON & JOHNSON GROUP	00045060660	TYLOX 5500 CAPSULE
JOHNSON & JOHNSON GROUP	00045060879	TYLOX 5500 CAPSULE
JOHNSON & JOHNSON GROUP	00045060965	TOPAMAX 25 MG TABLET
JOHNSON & JOHNSON GROUP	00045060165	TOPAMAX 100 MG TABLET
JOHNSON & JOHNSON GROUP	00045060265	TOPAMAX 200 MG TABLET
JOHNSON & JOHNSON GROUP	00045060585	TOPAMAX 25 MG SPRINKLE CAP
JOHNSON & JOHNSON GROUP	00045060785	TOPAMAX 15 MG SPRINKLE CAP
JOHNSON & JOHNSON GROUP	00045060810	ULTRACET TABLET
JOHNSON & JOHNSON GROUP	00045060860	ULTRACET TABLET
JOHNSON & JOHNSON GROUP	00045060910	ULTRAM 50 MG TABLET
JOHNSON & JOHNSON GROUP	00045060960	ULTRAM 50 MG TABLET
JOHNSON & JOHNSON GROUP	00045060970	ULTRAM 50 MG TABLET
JOHNSON & JOHNSON GROUP	00045060233	VASCOR 200 MG TABLET
JOHNSON & JOHNSON GROUP	00045060333	VASCOR 300 MG TABLET
JOHNSON & JOHNSON GROUP	00045080103	REGANEX 0.01% GEL
JOHNSON & JOHNSON GROUP	00045152010	LEVAQUIN 250 MG TABLET
JOHNSON & JOHNSON GROUP	00045152050	LEVAQUIN 250 MG TABLET
JOHNSON & JOHNSON GROUP	00045152510	LEVAQUIN 600 MG TABLET
JOHNSON & JOHNSON GROUP	00045152550	LEVAQUIN 500 MG TABLET
JOHNSON & JOHNSON GROUP	00045153010	LEVAQUIN 750 MG TABLET
JOHNSON & JOHNSON GROUP	00045153050	LEVAQUIN 750 MG TABLET
JOHNSON & JOHNSON GROUP	00062007507	RETIN-A 0.05% LIQUID
JOHNSON & JOHNSON GROUP	00062016501	RETIN-A 0.025% CREAM
JOHNSON & JOHNSON GROUP	00062016502	RETIN-A 0.025% CREAM
JOHNSON & JOHNSON GROUP	00062017512	RETIN-A 0.05% CREAM
JOHNSON & JOHNSON GROUP	00062017513	RETIN-A 0.05% CREAM
JOHNSON & JOHNSON GROUP	00062018503	RENOVA 0.05% CREAM
JOHNSON & JOHNSON GROUP	00062018505	RENOVA 0.06% CREAM
JOHNSON & JOHNSON GROUP	00062018702	RENOVA 0.02% CREAM
JOHNSON & JOHNSON GROUP	00062018802	RETIN-A MICRO 0.1% GEL
JOHNSON & JOHNSON GROUP	00062019003	RETIN-A MICRO 0.1% GEL
JOHNSON & JOHNSON GROUP	00062020804	GRIFULVIN V 125 MG/5 ML SUSP
JOHNSON & JOHNSON GROUP	00062027501	RETIN-A 0.1% CREAM
JOHNSON & JOHNSON GROUP	00062027523	RETIN-A 0.1% CREAM
JOHNSON & JOHNSON GROUP	00062047542	RETIN-A 0.025% GEL
JOHNSON & JOHNSON GROUP	00062047545	RETIN-A 0.025% GEL
JOHNSON & JOHNSON GROUP	00062057544	RETIN-A 0.01% GEL
JOHNSON & JOHNSON GROUP	00062057546	RETIN-A 0.01% GEL
JOHNSON & JOHNSON GROUP	00062116501	ERYCETTE 2% PLEDGETS
JOHNSON & JOHNSON GROUP	00062133215	ORTHOD-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00062133220	ORTHOD-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00062154002	FLOXIN 200 MG TABLET

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
JOHNSON & JOHNSON GROUP	00062134102	FLOXIN 300 MG TABLET
JOHNSON & JOHNSON GROUP	00062134201	FLOXIN 400 MG TABLET
JOHNSON & JOHNSON GROUP	00062134115	MODICON 28 TABLET
JOHNSON & JOHNSON GROUP	00062136116	ORTHO-NOVUM 1/36-28 TABLET
JOHNSON & JOHNSON GROUP	00062137115	ORTHO-NOVUM 10/11-28 TABLET
JOHNSON & JOHNSON GROUP	00062138115	ORTHO-NOVUM 7/7/7-28 TABLET
JOHNSON & JOHNSON GROUP	00062138120	ORTHO-NOVUM 7/7/7-28 TABLET
JOHNSON & JOHNSON GROUP	00062138122	ORTHO-NOVUM 7/7/7-28 TABLET
JOHNSON & JOHNSON GROUP	00062139615	ORTHO-CEPT 28 DAY TABLET
JOHNSON & JOHNSON GROUP	00062140115	ORTHO-CYCLEN 28 TABLET
JOHNSON & JOHNSON GROUP	00062150316	ORTHO TRI-CYCLEN 28 TABLET
JOHNSON & JOHNSON GROUP	00062535001	TERAZOL 7 CREAM
JOHNSON & JOHNSON GROUP	00062535101	TERAZOL 3.80 MG SUPPOSITORY
JOHNSON & JOHNSON GROUP	00062535601	TERAZOL 3 CREAM
JOHNSON & JOHNSON GROUP	00062534301	MONISTAT-DERM 2% CREAM
JOHNSON & JOHNSON GROUP	00062534302	MONISTAT-DERM 2% CREAM
JOHNSON & JOHNSON GROUP	00062534303	MONISTAT-DERM 2% CREAM
JOHNSON & JOHNSON GROUP	00062537001	MONISTAT 3 200 MG VAG SUPP
JOHNSON & JOHNSON GROUP	00062546001	SPECTAZOLE 1% CREAM
JOHNSON & JOHNSON GROUP	00062546002	SPECTAZOLE 1% CREAM
JOHNSON & JOHNSON GROUP	00062546003	SPECTAZOLE 1% CREAM
JOHNSON & JOHNSON GROUP	00107133207	ORTHO-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00107133227	ORTHO-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00107131427	MODICON 28 TABLET
JOHNSON & JOHNSON GROUP	00107176104	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	00107176107	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	00107176127	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	17314283603	TESTODERM 6 MG/24HR PATCH
JOHNSON & JOHNSON GROUP	17314408003	TESTODERM 4 MG/24HR PATCH
JOHNSON & JOHNSON GROUP	17314408003	TESTODERM 6 MG/24HR PATCH
JOHNSON & JOHNSON GROUP	17314920001	DITROPAN 5 MG TABLET
JOHNSON & JOHNSON GROUP	17314920002	DITROPAN 5 MG TABLET
JOHNSON & JOHNSON GROUP	17314920003	DITROPAN 5 MG TABLET
JOHNSON & JOHNSON GROUP	17314920104	DITROPAN 5 MG/5 ML SYRUP
JOHNSON & JOHNSON GROUP	17314922001	URISPAS 100 MG TABLET
JOHNSON & JOHNSON GROUP	17314930001	ELMIRON 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	17314932001	POLYCITRA-K CRYSTALS PACKET
JOHNSON & JOHNSON GROUP	17314932107	POLYCITRA-K SOLUTION
JOHNSON & JOHNSON GROUP	17314932201	POLYCITRA SYRUP
JOHNSON & JOHNSON GROUP	17314932301	POLYCITRA-LG SOLUTION SIF
JOHNSON & JOHNSON GROUP	17314933001	BICITRA SOLUTION
JOHNSON & JOHNSON GROUP	17314940001	MYCELEX 10 MG TROCHE
JOHNSON & JOHNSON GROUP	17314940002	MYCELEX 10 MG TROCHE
JOHNSON & JOHNSON GROUP	17314940003	MYCELEX 10 MG TROCHE
JOHNSON & JOHNSON GROUP	50458003306	DURAGESIC 25 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458003406	DURAGESIC 50 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458003505	DURAGESIC 75 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458003605	DURAGESIC 100 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458022010	NIZORAL 200 MG TABLET
JOHNSON & JOHNSON GROUP	50458022115	NIZORAL 2% CREAM
JOHNSON & JOHNSON GROUP	50458022130	NIZORAL 2% CREAM
JOHNSON & JOHNSON GROUP	50458022160	NIZORAL 2% CREAM
JOHNSON & JOHNSON GROUP	50458022304	NIZORAL 2% SHAMPOO
JOHNSON & JOHNSON GROUP	50458027036	ERGAMISOL 50MG TABLET
JOHNSON & JOHNSON GROUP	50458029001	SPORANOX 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	50458029004	SPORANOX 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	50458029028	SPORANOX 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	50458029615	SPORANOX 10 MG/ML SOLUTION
JOHNSON & JOHNSON GROUP	50458029601	SPORANOX 250 MG KIT
JOHNSON & JOHNSON GROUP	50458030001	RISPERDAL 1 MG TABLET
JOHNSON & JOHNSON GROUP	50458030008	RISPERDAL 1 MG TABLET
JOHNSON & JOHNSON GROUP	50458030050	RISPERDAL 1 MG TABLET
JOHNSON & JOHNSON GROUP	50458030104	RISPERDAL 0.25 MG TABLET
JOHNSON & JOHNSON GROUP	50458030150	RISPERDAL 0.25 MG TABLET
JOHNSON & JOHNSON GROUP	50458030206	RISPERDAL 0.5 MG TABLET
JOHNSON & JOHNSON GROUP	50458030250	RISPERDAL 0.5 MG TABLET
JOHNSON & JOHNSON GROUP	50458030503	RISPERDAL 1 MG/ML SOLUTION
JOHNSON & JOHNSON GROUP	50458030001	RISPERDAL 2 MG TABLET
JOHNSON & JOHNSON GROUP	50458030008	RISPERDAL 2 MG TABLET
JOHNSON & JOHNSON GROUP	50458030050	RISPERDAL 2 MG TABLET
JOHNSON & JOHNSON GROUP	50458030001	RISPERDAL 3 MG TABLET
JOHNSON & JOHNSON GROUP	50458030006	RISPERDAL 3 MG TABLET
JOHNSON & JOHNSON GROUP	50458030250	RISPERDAL 3 MG TABLET
JOHNSON & JOHNSON GROUP	50458030001	RISPERDAL 4 MG TABLET
JOHNSON & JOHNSON GROUP	50458030008	RISPERDAL 4 MG TABLET
JOHNSON & JOHNSON GROUP	50458030060	REMANYL 4 MG TABLET
JOHNSON & JOHNSON GROUP	50458030100	REMANYL 8 MG TABLET
JOHNSON & JOHNSON GROUP	50458030280	REMANYL 12 MG TABLET
JOHNSON & JOHNSON GROUP	50458030910	REMANYL 4 MG/ML ORAL SOL
JOHNSON & JOHNSON GROUP	59676011101	ORTHOCLONE OKT-3 5 MG/5 ML
JOHNSON & JOHNSON GROUP	59676021101	LEUSTATIN 1 MG/ML VIAL
JOHNSON & JOHNSON GROUP	59676030001	PROCRIT 20,000 UNITS/ML VIAL
JOHNSON & JOHNSON GROUP	59676030001	PROCRIT 40,000 UNITS/ML VIAL
JOHNSON & JOHNSON GROUP	62858021330	ACIPHEX 20 MG TABLET EC
JOHNSON & JOHNSON GROUP	62858021341	ACIPHEX 20 MG TABLET EC
JOHNSON & JOHNSON GROUP	62858021390	ACIPHEX 20 MG TABLET EC

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
KOS PHARMACEUTICALS INC	8059800101	NIASPAN 500 MG TABLET SA
KOS PHARMACEUTICALS INC	80598001201	NIASPAN 750 MG TABLET SA
KOS PHARMACEUTICALS INC	80598001301	NIASPAN 1,000 MG TABLET SA
KOS PHARMACEUTICALS INC	80598001680	ADVICOR 500 MG/20 MG TABLET
KOS PHARMACEUTICALS INC	80598001890	ADVICOR 1,000 MG/20 MG TABLET
MCR AMERICAN PHARMACEUTICALS INC	58605051301	ALLFEN 1,000 MG TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58605051401	MAUFED-G TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58605052001	MAUFED 700/80 TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58605051101	ALLFEN-DM TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58605051601	MAUFED DM TABLET SA
MEDICIS DERMATOLOGICS INC	89207001960	ATYS 2% TOPICAL SOLUTION
MERCK AND CO INC	00006001528	PRINIVIL 2.5 MG TABLET
MERCK AND CO INC	00006001531	PRINIVIL 2.5 MG TABLET
MERCK AND CO INC	00006001559	PRINIVIL 2.5 MG TABLET
MERCK AND CO INC	00006001828	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001958	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001972	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001982	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001985	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001987	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001994	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006011828	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006011831	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006011658	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006011872	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006011682	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006011687	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006011694	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006011031	PRINIZIDE 20/12.5 TABLET
MERCK AND CO INC	00006011058	PRINIZIDE 20/12.5 TABLET
MERCK AND CO INC	00006011421	PRINIZIDE 20/20 TABLET
MERCK AND CO INC	00006011458	PRINIZIDE 20/20 TABLET
MERCK AND CO INC	00006011631	PRINIZIDE 10/12.5 TABLET
MERCK AND CO INC	00006011458	PRINIZIDE 10/12.5 TABLET
MERCK AND CO INC	00006020726	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020731	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020758	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020772	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020782	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020787	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020794	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020758	PRINIVIL 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039000110	DIABETA 2.5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039000111	DIABETA 2.5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039000150	DIABETA 2.5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039000210	DIABETA 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039000211	DIABETA 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039000250	DIABETA 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039000270	DIABETA 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039000305	DIABETA 1.25 MG TABLET
MERRELL PHARMACEUTICALS INC	00039000911	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039000913	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039000950	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039000970	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039000985	LASIX 80 MG TABLET
MERRELL PHARMACEUTICALS INC	00039000990	LASIX 80 MG TABLET
MERRELL PHARMACEUTICALS INC	000390009710	LASIX 20 MG TABLET
MERRELL PHARMACEUTICALS INC	000390009750	LASIX 20 MG TABLET
MERRELL PHARMACEUTICALS INC	000390009770	LASIX 20 MG TABLET
MERRELL PHARMACEUTICALS INC	000390009790	TRENTAL 400 MG TABLET SA
MERRELL PHARMACEUTICALS INC	000390009791	TRENTAL 400 MG TABLET SA
MERRELL PHARMACEUTICALS INC	00039022110	AMARYL 1 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022210	AMARYL 2 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022211	AMARYL 2 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022210	AMARYL 4 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022211	AMARYL 4 MG TABLET
MERRELL PHARMACEUTICALS INC	00068000701	NORPRAMIN 10 MG TABLET
MERRELL PHARMACEUTICALS INC	00068001101	NORPRAMIN 25 MG TABLET
MERRELL PHARMACEUTICALS INC	00068001101	NORPRAMIN 50 MG TABLET
MERRELL PHARMACEUTICALS INC	00068001101	NORPRAMIN 75 MG TABLET
MERRELL PHARMACEUTICALS INC	00068002101	NORPRAMIN 100 MG TABLET
MERRELL PHARMACEUTICALS INC	00068002150	NORPRAMIN 150 MG TABLET
MERRELL PHARMACEUTICALS INC	00068003701	CANTIL 25 MG TABLET
MERRELL PHARMACEUTICALS INC	00068022530	CLOMID 50 MG TABLET
MERRELL PHARMACEUTICALS INC	00068027781	HIPREX 1 GM TABLET
MERRELL PHARMACEUTICALS INC	00068050130	RIFADIN 300 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00068050160	RIFADIN 300 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00068050161	RIFADIN 300 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00068050160	RIFAMATE CAPSULE
MERRELL PHARMACEUTICALS INC	00068051130	RIFADIN 150 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00068059101	RIFADIN IV 600 MG VIAL
MERRELL PHARMACEUTICALS INC	00068069151	TENUATE 25 MG TABLET
MERRELL PHARMACEUTICALS INC	00068069161	TENUATE DOSPAN 75 MG TAB SA
MERRELL PHARMACEUTICALS INC	00068069162	TENUATE DOSPAN 75 MG TAB SA
MERRELL PHARMACEUTICALS INC	00075009137	AZMACORT INHALER
MERRELL PHARMACEUTICALS INC	00075180143	NASACORT NASAL INHALER

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
MERRELL PHARMACEUTICALS INC	00076150616	NASACORT AQ NASAL SPRAY
MERRELL PHARMACEUTICALS INC	00088057641	RIFATER TABLET
MERRELL PHARMACEUTICALS INC	00088109047	ALLEGRA-D TABLET SA
MERRELL PHARMACEUTICALS INC	00088109049	ALLEGRA-D TABLET SA
MERRELL PHARMACEUTICALS INC	00088109055	ALLEGRA-D TABLET SA
MERRELL PHARMACEUTICALS INC	00088110847	ALLEGRA 30 MG TABLET
MERRELL PHARMACEUTICALS INC	00088110747	ALLEGRA 60 MG TABLET
MERRELL PHARMACEUTICALS INC	00088110847	ALLEGRA 180 MG TABLET
MERRELL PHARMACEUTICALS INC	00088111114	NILANDRON 150 MG TABLET
MERRELL PHARMACEUTICALS INC	00088120832	ANZEMET 20 MG/ML VIAL
MERRELL PHARMACEUTICALS INC	00088210803	PRIFITIN 150 MG TABLET
MERRELL PHARMACEUTICALS INC	00088216030	ARAVA 10 MG TABLET
MERRELL PHARMACEUTICALS INC	00088216130	ARAVA 20 MG TABLET
MERRELL PHARMACEUTICALS INC	00585067302	INTAL NEBULIZER SOLUTION
MERRELL PHARMACEUTICALS INC	00585067303	INTAL NEBULIZER SOLUTION
MERRELL PHARMACEUTICALS INC	60793001114	INTAL INHALER
MONARCH PHARMACEUTICALS INC	61570012563	PREFEST TABLET
NOVARTIS PHARMACEUTICALS CORP	00028000501	LOPRESSOR HCT 50/25 TABLET
NOVARTIS PHARMACEUTICALS CORP	000280005101	LOPRESSOR 60 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	000280005110	LOPRESSOR 50 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	000280005301	LOPRESSOR HCT 100/25 TABLET
NOVARTIS PHARMACEUTICALS CORP	000280005801	VOLTAREN 25MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	000280007101	LOPRESSOR 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	000280007110	LOPRESSOR 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	000280007181	LOPRESSOR 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	000280007301	LOPRESSOR HCT 100/50 TABLET
NOVARTIS PHARMACEUTICALS CORP	000280010001	LAMPRENE 50 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	000280011101	CATAFLAM 50 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	000280012001	VOLTAREN 50MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	000280014001	VOLTAREN 75MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	000280020501	VOLTAREN-XR 100 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	000280020801	VOLTAREN 25 MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	000280020201	VOLTAREN 50 MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	000280020401	VOLTAREN 75 MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00028420133	LOPRESSOR 1 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00078001705	PARLODEL 2.3 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078001715	PARLODEL 2.3 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078002302	CAFERGOT SUPPOSITORY
NOVARTIS PHARMACEUTICALS CORP	00078002303	METHERGINE 0.2 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00078002405	METHERGINE 0.2 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078002585	SANSERT 2 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078010205	PARLODEL 3 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078010215	PARLODEL 6 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078010305	FIORINAL CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078010308	FIORINAL CAPSULE
NOVARTIS PHARMACEUTICALS CORP	000780104705	FIORINAL/CODEINE #3 CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078012305	CLOZARIL 25 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078012306	CLOZARIL 25 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078012705	CLOZARIL 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078012706	CLOZARIL 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078017605	LESCOL 20 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078017815	LESCOL 20 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078017805	LAMISIL 250 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078017915	LAMISIL 250 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078019003	SANDOSTATIN 0.05 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00078019103	SANDOSTATIN 0.1 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00078019203	SANDOSTATIN 0.5 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00078019325	SANDOSTATIN 0.2 MG/ML VIAL
NOVARTIS PHARMACEUTICALS CORP	00078019425	SANDOSTATIN 1 MG/ML VIAL
NOVARTIS PHARMACEUTICALS CORP	00078023405	LESCOL 40 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078023415	LESCOL 40 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078024915	FEMARA 2.5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078031190	MUCALCIN 200 UNITS NASAL SPRA
NOVARTIS PHARMACEUTICALS CORP	00078032306	EXELON 1.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032344	EXELON 1.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032406	EXELON 3 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032444	EXELON 3 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032508	EXELON 4.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032544	EXELON 4.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032606	EXELON 6 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032644	EXELON 6 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078032705	COMTAN 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078032882	LAMISIL 1% SOLUTION
NOVARTIS PHARMACEUTICALS CORP	00078033184	SIMULECT 20 MG VIAL
NOVARTIS PHARMACEUTICALS CORP	00078033605	TRILEPTAL 150 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078033606	TRILEPTAL 150 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078033708	TRILEPTAL 300 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078033706	TRILEPTAL 300 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078033805	TRILEPTAL 600 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078033806	TRILEPTAL 600 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078033831	EXELON 2 MG/ML ORAL SOLUTION
NOVARTIS PHARMACEUTICALS CORP	00078034347	VIVELLE-DOT 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034345	VIVELLE-DOT 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034442	VIVELLE-DOT 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034446	VIVELLE-DOT 0.06 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034542	VIVELLE-DOT 0.075 MG PATCH

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
NOVARTIS PHARMACEUTICALS CORP	00078034546	VIVELLE-DOT 0.075 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034642	VIVELLE-DOT 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034645	VIVELLE-DOT 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034781	DESFERAL 2 GRAM VIAL
NOVARTIS PHARMACEUTICALS CORP	00078035084	ZOMETA 4 MG VIAL
NOVARTIS PHARMACEUTICALS CORP	00078035106	STARLUX 80 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078035205	STARLUX 120 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078035405	LESCOL XL 80 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00078035418	LESCOL XL 80 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00078035752	TRILEPTAL 300 MG/5 ML SUSP
NOVARTIS PHARMACEUTICALS CORP	00078037365	GLEEVEC 100 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078037540	ELIQUIN 1% CREAM
NOVARTIS PHARMACEUTICALS CORP	00078037546	ELIQUIN 1% CREAM
NOVARTIS PHARMACEUTICALS CORP	00078037583	ELIQUIN 1% CREAM
NOVARTIS PHARMACEUTICALS CORP	00078037742	COMBIPATCH 0.050.14 MG PTCN
NOVARTIS PHARMACEUTICALS CORP	00078037745	COMBIPATCH 0.050.14 MG PTCN
NOVARTIS PHARMACEUTICALS CORP	00078037842	COMBIPATCH 0.050.25 MG PTCN
NOVARTIS PHARMACEUTICALS CORP	00078037845	COMBIPATCH 0.050.25 MG PTCN
NOVARTIS PHARMACEUTICALS CORP	00078038005	FOCALIN 2.5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078038105	FOCALIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078038205	FOCALIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083040330	RITALIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083040730	RITALIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083041630	RITALIN-SR 20 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083041976	TEGRETOL 100 MG/5 ML SUSP
NOVARTIS PHARMACEUTICALS CORP	00083042430	CYTADREN 250 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083042730	TEGRETOL 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083042732	TEGRETOL 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083042740	TEGRETOL 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083043430	RITALIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083045230	TEGRETOL 100 MG TABLET CHEW
NOVARTIS PHARMACEUTICALS CORP	00083045232	TEGRETOL 100 MG TABLET CHEW
NOVARTIS PHARMACEUTICALS CORP	00083045730	LOTENSIN HCT 50.25 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083045930	LOTENSIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083045932	LOTENSIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083045940	LOTENSIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083046030	TEGRETOL XR 400 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083046130	TEGRETOL XR 100 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083046230	TEGRETOL XR 200 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083046330	LOTENSIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083046332	LOTENSIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083046390	LOTENSIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083047230	LOTENSIN HCT 10/12.5 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083047430	LOTENSIN HCT 20/12.5 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083047630	LOTENSIN HCT 20/26 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083047930	LOTENSIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083047932	LOTENSIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083047990	LOTENSIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083049430	LOTENSIN 40 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083049432	LOTENSIN 40 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083049490	LOTENSIN 40 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083225530	LOTREL 2.5/10 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00083226030	LOTREL 5/10 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00083228530	LOTREL 5/20 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00083231008	ESTRADERM 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083231012	ESTRADERM 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232008	ESTRADERM 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232062	ESTRADERM 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232508	VIVELLE 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232562	VIVELLE 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232708	VIVELLE 0.075 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232762	VIVELLE 0.075 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083340104	DESFERAL MESYLATE 500 MG VL
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169048181	PRANDIN 0.5 MG TABLET
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169048281	PRANDIN 1 MG TABLET
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169048481	PRANDIN 2 MG TABLET
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169730111	NOVOLOG 100 UNITS/ML VIAL
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169736811	NORDITROPIN 5 MG/1.5 ML CRTG
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169737011	NORDITROPIN 16 MG/1.5 ML CRTG
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169737411	NORDITROPIN 4 MG VIAL
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169737812	NORDITROPIN 8 MG VIAL
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	32849011166	NORDITROPIN 5 MG/1.5 ML CRTG
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	32849040081	NOVOLOG 100 UNITS/ML VIAL
ODYSSEY PHARMACEUTICALS INC	65473048701	URECHOLINE 5 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473049001	URECHOLINE 50 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473049101	VIVACTIL 5 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473049201	VIVACTIL 10 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473049301	URECHOLINE 10 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473049401	URECHOLINE 25 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473049501	SURMONTIL 25 MG CAPSULE
ODYSSEY PHARMACEUTICALS INC	65473049601	SURMONTIL 50 MG CAPSULE
ODYSSEY PHARMACEUTICALS INC	65473049701	SURMONTIL 100 MG CAPSULE
ORGANON USA INC	00052010530	REMERON 15 MG TABLET
ORGANON USA INC	00052010580	REMERON 16 MG TABLET
ORGANON USA INC	00052010730	REMERON 30 MG TABLET
ORGANON USA INC	00052010790	REMERON 30 MG TABLET

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
ORGANON USA INC	00052010630	REMERTON 45 MG TABLET
ORGANON USA INC	00052028108	DESOREN 28 DAY TABLET
ORGANON USA INC	00052028106	MIRCETTE 28 DAY TABLET
ORGANON USA INC	00052014118	NORCURON 10 MG VIAL
ORGANON USA INC	00052015815	ZEMURON 10 MG/ML VIAL
ORGANON USA INC	00052015016	ZEMURON 10 MG/ML VIAL
ORGANON USA INC	00052013110	CORTROSYN 0.25 MG VIAL
OVATION PHARMACEUTICALS INC	60024215304	WINSTROL 2 MG TABLET
OVATION PHARMACEUTICALS INC	67386040102	MEBARAL 32 MG TABLET
OVATION PHARMACEUTICALS INC	67386040202	MEBARAL 50 MG TABLET
OVATION PHARMACEUTICALS INC	67386040302	MEBARAL 100 MG TABLET
PAN AMERICAN LABORATORIES INC	00526912216	PANCOF HC LIQUID
PAN AMERICAN LABORATORIES INC	00526915818	PANCOF XP LIQUID
PEDIAMED TM PHARMACEUTICALS INC	00346043158	VIRAVAN-S SUSPENSION
PEDIAMED TM PHARMACEUTICALS INC	66346043185	VIRAVAN-S SUSPENSION
PEDIAMED TM PHARMACEUTICALS INC	66346043223	VIRAVAN-T TABLET CHEWABLE
PFIZER LABORATORIES DIV PFIZER INC	00025048109	DEMULEN 1/50-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025048124	DEMULEN 1/50-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025016108	DEMULEN 1/35-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025016124	DEMULEN 1/35-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025140131	ALDACTONE 25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025140151	ALDACTONE 25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025140165	ALDACTONE 25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025141131	ALDACTAZIDE 25/25 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025141163	ALDACTAZIDE 25/25 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025142131	ALDACTAZIDE 50/50 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025143131	ALDACTONE 100 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025143134	ALDACTONE 100 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025144131	ALDACTONE 50 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025144134	ALDACTONE 50 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025148131	DAYPRO 800 MG CAPLET
PFIZER LABORATORIES DIV PFIZER INC	00025148134	DAYPRO 800 MG CAPLET
PFIZER LABORATORIES DIV PFIZER INC	00025148151	DAYPRO 800 MG CAPLET
PFIZER LABORATORIES DIV PFIZER INC	00025141134	ARTHRORTEC 50 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025141160	ARTHRORTEC 50 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025141190	ARTHRORTEC 50 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025142134	ARTHRORTEC 75 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025142160	ARTHRORTEC 75 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025143120	CYTOTEC 100 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025143134	CYTOTEC 100 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025143160	CYTOTEC 100 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025143131	CYTOTEC 200 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025143134	CYTOTEC 200 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025143160	CYTOTEC 200 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025142131	FLAGYL 800 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025142150	FLAGYL 500 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025142181	FLAGYL 800 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025143131	FLAGYL 250 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025143150	FLAGYL 250 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025143155	FLAGYL 250 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025144234	FLAGYL 375 CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025144250	FLAGYL 375 CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025145130	FLAGYL ER 750 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025201131	COVERA-HS 180 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025201134	COVERA-HS 180 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025202131	COVERA-HS 240 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025202134	COVERA-HS 240 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025213231	NORPACE CR 100 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025213234	NORPACE CR 100 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025213281	NORPACE CR 100 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025214231	NORPACE CR 150 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025214234	NORPACE CR 150 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025214251	NORPACE CR 150 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025215231	NORPACE 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025215252	NORPACE 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025215231	NORPACE 150 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071007724	DILANTIN 50 MG INFATAB
PFIZER LABORATORIES DIV PFIZER INC	00071007740	DILANTIN 50 MG INFATAB
PFIZER LABORATORIES DIV PFIZER INC	00071015523	LIPITOR 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015534	LIPITOR 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015540	LIPITOR 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015623	LIPITOR 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015640	LIPITOR 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015723	LIPITOR 40 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015823	LIPITOR 80 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071021008	ACCURETIC 20-12.5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071021208	ACCURETIC 10-12.5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071021306	ACCURETIC 20-20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071021724	ZARONTIN 250 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071021724	NARDIL 15 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071033224	DILANTIN 100 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071033232	DILANTIN 100 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071033240	DILANTIN 100 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071033524	DILANTIN 30 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071041624	NEURONTIN 600 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071041624	NEURONTIN 800 MG TABLET

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
PFIZER LABORATORIES DIV PFIZER INC	00071052824	CELONTIN 300 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071052723	ACCUPLIRL 5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071052740	ACCUPLIRL 5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071052023	ACCUPLIRL 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071052040	ACCUPLIRL 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071052223	ACCUPLIRL 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071052240	ACCUPLIRL 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071052523	ACCUPLIRL 40 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071052724	CELONTIN KAPSEAL 150 MG
PFIZER LABORATORIES DIV PFIZER INC	00071072720	LOPID 600 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071072730	LOPID 600 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071082324	NEURONTIN 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071082340	NEURONTIN 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071082524	NEURONTIN 300 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071082540	NEURONTIN 300 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071082624	NEURONTIN 400 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071082640	NEURONTIN 400 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071092345	LOESTRIN FE 1/20 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071092346	LOESTRIN FE 1/20 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071092546	LOESTRIN 21 1/20 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071092548	LOESTRIN 21 1/20 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071092745	LOESTRIN FE 1.5/30 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071092748	LOESTRIN FE 1.5/30 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071092815	ESTROSTEP FE-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071092847	ESTROSTEP FE-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071222420	DILANTIN 125 MG/5 ML SUSP
PFIZER LABORATORIES DIV PFIZER INC	00071242823	ZARONTIN 250 MG/5 ML SYRUP
PFIZER LABORATORIES DIV PFIZER INC	00071402705	CEREBYX 50 MG PE/ML VIAL
PFIZER LABORATORIES DIV PFIZER INC	00071402810	CEREBYX 50 MG PE/ML VIAL
PFIZER LABORATORIES DIV PFIZER INC	00071422903	BENADRYL 50 MG/ML AMPUL
PFIZER LABORATORIES DIV PFIZER INC	00071422913	BENADRYL 50 MG/ML VIAL
PFIZER LABORATORIES DIV PFIZER INC	00071422945	BENADRYL 50 MG/ML SYRINGE
PFIZER LABORATORIES DIV PFIZER INC	00071442910	BENADRYL 50 MG/ML VIAL
PFIZER LABORATORIES DIV PFIZER INC	00430054114	FEMHRT 1/5 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00430054223	FEMHRT 1/5 TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149002705	MACRODANTIN 25 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149002805	MACRODANTIN 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149002856	MACRODANTIN 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149002887	MACRODANTIN 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149002905	MACRODANTIN 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149002987	MACRODANTIN 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149003005	DANTRILUM 25 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149003086	DANTRILUM 25 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149003105	DANTRILUM 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149003205	DANTRILUM 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149004580	DIDRONEL 200 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149004580	DIDRONEL 400 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149004701	ACTONEL 30 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149004701	ACTONEL 3 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149004703	ACTONEL 3 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149071001	MACROBID 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149073402	DANTRILUM 20 MG VIAL
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00149073202	ASACOL 400 MG TABLET EC
PROMETHEUS LABORATORIES INC	60976050871	IMURAN 100 MG VIAL
PROMETHEUS LABORATORIES INC	65483031110	TRANDATE 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483031111	TRANDATE 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483031150	TRANDATE 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483032210	TRANDATE 200 MG TABLET
PROMETHEUS LABORATORIES INC	65483032222	TRANDATE 200 MG TABLET
PROMETHEUS LABORATORIES INC	65483032250	TRANDATE 200 MG TABLET
PROMETHEUS LABORATORIES INC	65483032310	TRANDATE 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483032333	TRANDATE 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483032350	TRANDATE 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483040514	HELIDAC THERAPY
PROMETHEUS LABORATORIES INC	65483050501	IMURAN 100 MG VIAL
PROMETHEUS LABORATORIES INC	65483050510	IMURAN 80 MG TABLET
PROMETHEUS LABORATORIES INC	65483091110	ZYLOPRIM 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483091310	ZYLOPRIM 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483091350	ZYLOPRIM 300 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050050	TRILISATE 500 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050080	TRILISATE 500 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050050	TRILISATE 750 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050080	TRILISATE 750 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034051080	TRILISATE 1,000 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034549008	CERUMENEX 10% EAR DROPS
RECKITT BENCKISER HEALTHCARE UK LIMITED	00034549012	CERUMENEX 10% EAR DROPS
RELIANT PHARMACEUTICALS INC	12498075701	BUPRENEX 0.3 MG/ML AMPUL
RELIANT PHARMACEUTICALS INC	65726022015	DYNACIRC 2.5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65726022025	DYNACIRC 2.5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65726022715	DYNACIRC 5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65726022725	DYNACIRC 5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65726023510	DYNACIRC CR 5 MG TABLET SA
RELIANT PHARMACEUTICALS INC	65726023525	DYNACIRC CR 5 MG TABLET SA
RELIANT PHARMACEUTICALS INC	65726023610	DYNACIRC CR 10 MG TABLET SA
RELIANT PHARMACEUTICALS INC	65726023626	DYNACIRC CR 10 MG TABLET SA
ROXANE LABORATORIES INC	00054474825	TORCAN 10 MG TABLET

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
SANOFI SYNTHELABO INC	00024009401	ARALEN PHOSPHATE 500 MG TAB
SANOFI SYNTHELABO INC	00024028016	BRONCHOLATE SYRUP
SANOFI SYNTHELABO INC	00024030308	DANOCRINE 50 MG CAPSULE
SANOFI SYNTHELABO INC	00024030408	DANOCRINE 100 MG CAPSULE
SANOFI SYNTHELABO INC	00024030508	DANOCRINE 200 MG CAPSULE
SANOFI SYNTHELABO INC	00024030580	DANOCRINE 200 MG CAPSULE
SANOFI SYNTHELABO INC	00024033206	DEMEROL 50 MG/5 ML SYRUP
SANOFI SYNTHELABO INC	00024033504	DEMEROL 50 MG TABLET
SANOFI SYNTHELABO INC	00024033508	DEMEROL 50 MG TABLET
SANOFI SYNTHELABO INC	00024033704	DEMEROL 100 MG TABLET
SANOFI SYNTHELABO INC	00024036202	DRISDOL 50,000 UNITS CAPSULE
SANOFI SYNTHELABO INC	00024036202	HYTAKEROL 0.125 MG CAPSULE
SANOFI SYNTHELABO INC	00024038375	ELIGARD 7.5 MG SYRINGE
SANOFI SYNTHELABO INC	00024128704	MYTELASE 10 MG CAPLET
SANOFI SYNTHELABO INC	00024132203	NEGGRAM 500 MG CAPLET
SANOFI SYNTHELABO INC	00024135801	NEO-SYNEPHRINE 2.5% EYE DRP
SANOFI SYNTHELABO INC	00024135901	NEO-SYNEPHRINE 10% EYE DROP
SANOFI SYNTHELABO INC	00024138201	NEO-SYNEPHRINE 10% EYE DROP
SANOFI SYNTHELABO INC	00024130808	PEDIACOF LIQUID
SANOFI SYNTHELABO INC	00024133302	PHISOHEX 3% CLEANSER
SANOFI SYNTHELABO INC	00024133508	PHISOHEX 3% CLEANSER
SANOFI SYNTHELABO INC	00024133508	PHISOHEX 3% CLEANSER
SANOFI SYNTHELABO INC	00024136210	PLADUENIL 200 MG TABLET
SANOFI SYNTHELABO INC	00024138601	PRIMAQUINE 28.3 MG TABLET
SANOFI SYNTHELABO INC	00024138601	SKELID 200 MG TABLET
SANOFI SYNTHELABO INC	00024138704	TALACEN CAPLET
SANOFI SYNTHELABO INC	00024138604	TALWIN NX TABLET
SANOFI SYNTHELABO INC	00024501331	AMBIEN 5 MG TABLET
SANOFI SYNTHELABO INC	00024501334	AMBIEN 5 MG TABLET
SANOFI SYNTHELABO INC	00024502131	AMBIEN 10 MG TABLET
SANOFI SYNTHELABO INC	00024502134	AMBIEN 10 MG TABLET
SANOFI SYNTHELABO INC	00024024212	HYALGAN 10 MG/ML VIAL
SANOFI SYNTHELABO INC	00024024202	HYALGAN 10 MG/ML SYRINGE
SCHERING CORP	00085006904	GARAMYCIN 40 MG/ML VIAL
SCHERING CORP	00085007001	ELOCON 0.1% OINTMENT
SCHERING CORP	00085007002	ELOCON 0.1% OINTMENT
SCHERING CORP	00085005803	CLARITIN 10 MG TABLET
SCHERING CORP	00085005804	CLARITIN 10 MG TABLET
SCHERING CORP	00085005805	CLARITIN 10 MG TABLET
SCHERING CORP	00085005806	CLARITIN 10 MG TABLET
SCHERING CORP	000850051701	DIPROLENE AF 0.05% CREAM
SCHERING CORP	000850051704	DIPROLENE AF 0.05% CREAM
SCHERING CORP	00085002503	EULEXIN 125 MG CAPSULE
SCHERING CORP	00085002505	EULEXIN 125 MG CAPSULE
SCHERING CORP	00085002506	EULEXIN 125 MG CAPSULE
SCHERING CORP	00085003901	INTRON A 60 MILLION UNITS VIAL
SCHERING CORP	00085006805	CELESTONE SOLUSPAN 6 MG/ML
SCHERING CORP	00085006701	ELOCON 0.1% CREAM
SCHERING CORP	00085006702	ELOCON 0.1% CREAM
SCHERING CORP	00085007102	INTRON A 10 MILLION UNITS VIAL
SCHERING CORP	00085007502	DIPROLENE 0.05% OINTMENT
SCHERING CORP	00085007506	DIPROLENE 0.05% OINTMENT
SCHERING CORP	00085007402	PROVENTIL 90 MCG INHALER
SCHERING CORP	00085003401	DIPROLENE 0.05% GEL
SCHERING CORP	00085003403	DIPROLENE 0.05% GEL
SCHERING CORP	00085003501	CLARITIN-D 12 HOUR TAB SA
SCHERING CORP	00085003504	CLARITIN-D 12 HOUR TAB SA
SCHERING CORP	00085003506	CLARITIN-D 12 HOUR TAB SA
SCHERING CORP	00085003604	VANCERIL INHALER
SCHERING CORP	00085005001	LOTIRISONE LOTION
SCHERING CORP	00085005401	ELOCON 0.1% LOTION
SCHERING CORP	00085005402	ELOCON 0.1% LOTION
SCHERING CORP	00085005401	LOTIRISONE CREAM
SCHERING CORP	00085002401	LOTIRISONE CREAM
SCHERING CORP	00085002402	LOTIRISONE CREAM
SCHERING CORP	00085004206	CELESTONE 0.6 MG/5 ML SYRUP
SCHERING CORP	00085006201	DIPROLENE 0.05% LOTION
SCHERING CORP	00085006202	DIPROLENE 0.05% LOTION
SCHERING CORP	00085111001	INTRON A 18 MILLION UNITS VIAL
SCHERING CORP	00085112802	CLARITIN 10 MG REXTABS
SCHERING CORP	00085113201	PROVENTIL HFA 90 MCG INHALER
SCHERING CORP	00085113301	INTRON A 18MM UNITS/ML VIAL
SCHERING CORP	00085116801	INTRON A 6MM UNITS/ML VIAL
SCHERING CORP	00085117902	INTRON A 10MM UNITS/ML KIT
SCHERING CORP	00085119403	REBETOL 200 MG CAPSULE
SCHERING CORP	00085119701	NASONEX 50 MCG NASAL SPRAY
SCHERING CORP	00085122301	CLARITIN 10 MG/10 ML SYRUP
SCHERING CORP	00085123301	CLARITIN-D 24 HOUR TAB SA
SCHERING CORP	00085123302	CLARITIN-D 24 HOUR TAB SA
SCHERING CORP	00085123601	INTRON A 6MM UNITS INJECT PEN
SCHERING CORP	00085124201	INTRON A 3MM UNITS INJECT PEN
SCHERING CORP	00085124401	TEMODAR 20 MG CAPSULE
SCHERING CORP	00085124402	TEMODAR 20 MG CAPSULE
SCHERING CORP	00085124801	TEMODAR 5 MG CAPSULE
SCHERING CORP	00085124802	TEMODAR 5 MG CAPSULE
SCHERING CORP	00085125201	TEMODAR 250 MG CAPSULE
SCHERING CORP	00085125202	TEMODAR 250 MG CAPSULE

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
SCHERING CORP	00085125401	INTRON A 10MM UNITS INJ PEN
SCHERING CORP	00085125901	TEMODAR 100 MG CAPSULE
SCHERING CORP	00085125902	TEMODAR 100 MG CAPSULE
SCHERING CORP	00085126401	CLARINEX 5 MG TABLET
SCHERING CORP	00085126402	CLARINEX 5 MG TABLET
SCHERING CORP	00085126403	CLARINEX 5 MG TABLET
SCHERING CORP	00085126404	CLARINEX 5 MG TABLET
SCHERING CORP	00085127901	PEG-INTRON 150 MCG KIT
SCHERING CORP	00085129101	PEG-INTRON 80 MCG KIT
SCHERING CORP	00085130401	PEG-INTRON 120 MCG KIT
SCHERING CORP	00085132704	REBETOL 200 MG CAPSULE
SCHERING CORP	00085135105	REBETOL 200 MG CAPSULE
SCHERING CORP	00085135801	PEG-INTRON 50 MCG KIT
SCHERING CORP	00085135807	REBETOL 200 MG CAPSULE
SCHERING CORP	00085140101	FORADIL AEROLIZER 12 MCG CAP
SCHERING CORP	00085140201	FORADIL AEROLIZER 12 MCG CAP
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84764015104	ACTOS 15 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84764015105	ACTOS 15 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84764015106	ACTOS 15 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84764030114	ACTOS 30 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84764030115	ACTOS 30 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84764030116	ACTOS 30 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84764045124	ACTOS 45 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84764045125	ACTOS 45 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	84764045126	ACTOS 45 MG TABLET
TAP PHARMACEUTICALS INC	00300144111	PREVACID 15 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300154119	PREVACID 15 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300154130	PREVACID 15 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300304611	PREVACID 30 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300304613	PREVACID 30 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300304619	PREVACID 30 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300730930	PREVACID 15 MG SUSPENSION DR
TAP PHARMACEUTICALS INC	00300731130	PREVACID 30 MG SUSPENSION DR
US PHARMACEUTICAL CORP	52747010060	CENOSGEN ULTRA CAPSULE
US PHARMACEUTICAL CORP	52747030630	HEMOCYTE-F TABLET
US PHARMACEUTICAL CORP	52747030670	HEMOCYTE-F TABLET
US PHARMACEUTICAL CORP	52747030630	HEMOCYTE PLUS TABLET
US PHARMACEUTICAL CORP	52747030670	HEMOCYTE PLUS TABLET
US PHARMACEUTICAL CORP	52747030660	HEMOCYTE PLUS CAPSULE
VOLUNTARY HOSPS AMERICA INC	00310020061	DIPRIVAN 10 MG/ML VIAL
VOLUNTARY HOSPS AMERICA INC	00310020064	DIPRIVAN 10 MG/ML VIAL
VOLUNTARY HOSPS AMERICA INC	00310020065	DIPRIVAN 10 MG/ML VIAL
WARNER CHILCOTT INC	00430016448	DURICEF 600 MG CAPSULE
WARNER CHILCOTT INC	00430002324	ESTRACE 1 MG TABLET
WARNER CHILCOTT INC	00430002330	ESTRACE 1 MG TABLET
WARNER CHILCOTT INC	00430002424	ESTRACE 2 MG TABLET
WARNER CHILCOTT INC	00430016624	MANDELAMINE 500 MG TABLET
WARNER CHILCOTT INC	00430016124	PYRIDILUM 200 MG TABLET
WARNER CHILCOTT INC	00430016215	PYRIDILUM PLUS TABLET
WARNER CHILCOTT INC	00430022640	NATAFORT TABLET
WARNER CHILCOTT INC	00430022723	NATACHEW TABLET CHEW
WARNER CHILCOTT INC	00430008214	OVCON-35 28 TABLET
WARNER CHILCOTT INC	00430008514	OVCON-50 28 TABLET
WARNER CHILCOTT INC	00430008624	ERYC 250 MG CAPSULE EC
WARNER CHILCOTT INC	00430008620	DORYX 75 MG CAPSULE EC
WARNER CHILCOTT INC	00430008510	DORYX 100 MG CAPSULE EC
WARNER CHILCOTT INC	00430276217	DURICEF 250 MG/5 ML ORAL SUSP
WARNER CHILCOTT INC	00430276317	DURICEF 500 MG/5 ML ORAL SUSP
WARNER CHILCOTT INC	00430375411	ESTRACE 0.01% CREAM
WARNER CHILCOTT INC	00430375414	ESTRACE 0.01% CREAM
WARNER CHILCOTT INC	00430820140	FEMRING 0.05 MG VAGINAL RING
WARNER CHILCOTT INC	00430820240	FEMRING 0.10 MG VAGINAL RING
WATSON LABORATORIES INC	00075025000	DILACOR XR 120MG CAPSULE SA
WATSON LABORATORIES INC	00075025100	DILACOR XR 180MG CAPSULE SA
WATSON LABORATORIES INC	00075025200	DILACOR XR 240MG CAPSULE SA
WATSON LABORATORIES INC	52544026628	NORINYL 1-50-28 TABLET
WATSON LABORATORIES INC	52544027428	TRI-NORINYL 28 TABLET
WATSON LABORATORIES INC	52544048201	DILACOR XR 120 MG CAPSULE SA
WATSON LABORATORIES INC	52544048301	DILACOR XR 180 MG CAPSULE SA
WATSON LABORATORIES INC	52544048305	DILACOR XR 180 MG CAPSULE SA
WATSON LABORATORIES INC	52544048401	DILACOR XR 240 MG CAPSULE SA
WATSON LABORATORIES INC	52544048405	DILACOR XR 240 MG CAPSULE SA
WATSON LABORATORIES INC	52544033801	NORCO 10/325 TABLET
WATSON LABORATORIES INC	52544033805	NORCO 10/325 TABLET
WATSON LABORATORIES INC	52544062201	MICROZIDE 12.5 MG CAPSULE
WATSON LABORATORIES INC	52544073201	DILACOR XR 120MG CAPSULE SA
WATSON LABORATORIES INC	52544073201	DILACOR XR 180MG CAPSULE SA
WATSON LABORATORIES INC	52544073401	DILACOR XR 240MG CAPSULE SA
WATSON LABORATORIES INC	52544055001	ACTIGALL 300 MG CAPSULE
WATSON LABORATORIES INC	55515001424	CORDRAN 4 MCG/50 CM TAPE
WATSON LABORATORIES INC	55515001460	CORDRAN 4 MCG/50 CM TAPE
WATSON LABORATORIES INC	55515003515	CORDRAN SP 0.05% CREAM
WATSON LABORATORIES INC	55515003530	CORDRAN SP 0.05% CREAM
WATSON LABORATORIES INC	55515003580	CORDRAN SP 0.05% CREAM
WATSON LABORATORIES INC	55515010101	CONDYLOX 0.5% TOPICAL SOLN
WATSON LABORATORIES INC	55515010201	CONDYLOX 0.5% GEL

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
WATSON LABORATORIES INC	55516028904	MONODOX 100 MG CAPSULE
WATSON LABORATORIES INC	55516028008	MONODOX 50 MG CAPSULE
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072028006	DOVONEX 0.005% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072028012	DOVONEX 0.005% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072116008	DOVONEX 0.005% SOLUTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072140016	ULTRAVATE 0.05% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072140050	ULTRAVATE 0.05% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072145016	ULTRAVATE 0.05% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072145080	ULTRAVATE 0.05% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072254006	DOVONEX 0.005% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072254012	DOVONEX 0.005% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072670801	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072671208	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072671214	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072671401	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072673028	LAC-HYDRIN 12% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072673034	LAC-HYDRIN 12% CREAM
WOMEN FIRST HEALTHCARE INC	64246000410	BACTRIM 400-80 MG TABLET
WOMEN FIRST HEALTHCARE INC	64246011710	BACTRIM OS TABLET
WOMEN FIRST HEALTHCARE INC	64246013030	VANQA 13.0% CREAM
XCEL PHARMACEUTICALS	66490024508	MIGRANAL 4 MG/ML NASAL SPRAY
ZYBER PHARMACEUTICAL INC	65224017518	PEDIATEX LIQUID
ZYBER PHARMACEUTICAL INC	65224043718	PEDIATEX-D LIQUID
ZYBER PHARMACEUTICAL INC	65224065001	ALDEX TABLET

OAO 88 (Rev. 1/94) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

NEW ENGLAND CARPENTERS HEALTH BENEFITS FUND,

ET. AL,

V.

FIRST DATABANK, INC., AND MCKESSON CORPORATION

SUBPOENA IN A CIVIL CASECase Number: 1:05-CV-11148-PBS
DISTRICT OF MASSACHUSETTSTO: National Medical Health Card Systems, Inc.
26 Harbor Park Drive
Port Washington, NY 11050☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, NY 10104

DATE AND TIME

August 17, 2006, 9:30 a.m.

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects): See attached Exhibit B.

PLACE

Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, NY 10104

DATE AND TIME

August 8, 2006, 9:30 a.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)
Attorney for Defendant McKesson Corporation

DATE

July 24, 2006

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Tiffany Cheung, Morrison & Foerster LLP, 425 Market Street, San Francisco, CA 94105

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on next page)

¹If action is pending in district other than district of issuance, state district under case number.

AO 88 (Rev 1/94) Subpoena in a Civil Case

PROOF OF SERVICE

DATE

PLACE

SERVED:

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance,

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend

trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

American LegalNet, Inc.
www.USCourtForms.com

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

NEW ENGLAND CARPENTERS HEALTH
BENEFITS FUND, PIRELLI ARMSTRONG
RETIREE MEDICAL BENEFITS TRUST,
TEAMSTERS HEALTH & WELFARE FUND
OF PHILADELPHIA AND VICINITY, and
PHILADELPHIA FEDERATION OF
TEACHERS HEALTH AND WELFARE FUND,

Plaintiffs,

v.

FIRST DATABANK, INC., a Missouri
corporation, and McKESSON CORPORATION,
a Delaware corporation,

Defendants.

Civil Action: 1:05-CV-11148-PBS

Judge Patti B. Saris

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 30 and 45, and the subpoena attached hereto, McKesson Corporation, by its attorneys, will take the deposition of National Medical Health Card Systems, Inc., by the person or persons who are knowledgeable concerning the matters set forth in Exhibit A attached hereto. Such deposition will be taken on August 17, 2006, beginning at 9:30 a.m., at Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, NY 10104, or at another mutually agreeable location. The deposition will be taken before an officer authorized to administer oaths, be recorded by a stenographer, and may be videotaped, and may provide for LiveNote access, and will continue from day to day, Saturday, Sundays and holidays excepted, until completed.

McKesson reserves the right to take subsequent depositions, not just on all material issues, but also on those issues raised by any documents produced after the date of this Notice.

PLEASE TAKE FURTHER NOTICE THAT National Medical Health Card Systems, Inc. is also requested to produce the documents set forth in Exhibit B on August 8, 2006.

Dated July 24, 2006

MELVIN R. GOLDMAN
LORI A. SCHECHTER
PAUL FLUM
TIFFANY CHEUNG
MORRISON & FOERSTER LLP

By: _____
Tiffany Cheung

Attorneys for Defendant
MCKESSON CORPORATION

DEFINITIONS

The terms used in these requests, whether or not capitalized, are defined as follows:

1. "All documents" means every document and every non-identical copy known to You and every such document or writing which You can locate or discover by reasonably diligent efforts, including, but not limited to, documents now in Your possession, custody, or the possession, custody, or control of Your merged or acquired predecessors, Your former and present directors, officers, counsel, agents, employees, and/or persons acting on Your behalf.
2. "AWP" or "Average Wholesale Price" means the price for drugs as periodically published by several pharmaceutical industry compendia, including the Drug Topics Red Book (the "Red Book"), American Druggist First Databank Annual Directory of Pharmaceuticals ("First DataBank"), Essential Directory of Pharmaceuticals (the "Blue Book") and Medi-Span's Master Drug Database ("Medi-span"). The term "AWP" includes the "Blue Book AWP" published by First Databank.
3. "Beneficiary" means a person for whom a health plan or health and welfare fund provides any medical or health insurance benefit, including prescription drug benefits.
4. "Benefit Consultant" means any person and/or entity that provides information, counsel and/or advice to any Fund regarding any hospital, medical or prescription drug benefit and/or service provided by any Fund to any Participant or Beneficiary.
5. "Clients" means union benefit funds, employers, health plans, Third Party Payors, or other entities or individuals to which You provide services or data pertaining to drugs for a fee or other remuneration.
6. "Communication" as defined in Massachusetts Local Rule 26.5(c)(1), means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).

7. "Complaint" means the Class Action Complaint filed in connection with Civil Action No. 05-CV-11148-PBS in the United States District Court for the District of Massachusetts.

8. "Concerning" as defined in Massachusetts Local Rule 26.5(c)(7), means referring to, describing, evidencing, or constituting. A request for all documents "concerning" a subject extends to each document making a statement about, mentioning, referring to, discussing, analyzing, describing, reflecting, evidencing, identifying, relating to, regarding, summarizing, dealing with, consisting of, constituting, or in any way pertaining to the subject, in whole or in part.

9. "Copy" or "Copies" when used in reference to a document means any color or black-and-white reproduction of a document, regardless of whether the reproduction is made by means of carbon paper pressure, sensitive paper, photostat, xerography, scanning, or other means or process.

10. "Document" means Electronic Data and all written, typed, printed, photocopied, photographed, or recorded matter of any kind, including but not limited to all originals, masters, drafts, and non-identical copies of any labels, packaging, invoices, advertisements, catalogs, letters, envelopes, forms, affidavits, correspondence, telegraphs, telecopies, telefaxes, paper communications, resolutions, minutes of meetings, signed statements, tabulations, charts, memoranda, checks, appointment books, records, proposals, memoranda or other transcripts (by mechanical device, by longhand or shorthand recording, tape recording, or by electronic or any other means), computer-generated information, computer software, information stored or recorded by electronic means (including by a computer, server, hard drive, compact disk, floppy disk, diskette, tape, record, cassette, video, electronic mail, and any other electronic recording or

data compilation from which information can be obtained or translated), interoffice communications, interoffice communications, all summaries of oral communications (telephonic or otherwise), microfiche, microfilm, lists, bulletins, calendars, circulars, desk pads, opinions, ledgers, minutes, agreements, journals, diaries, contracts, invoices, balance sheets, telephone messages or other messages, magazines, pamphlets, articles, notices, newspapers, studies, summaries, worksheets, telexes, cables, any matters defined in Federal Rule of Evidence 1001, and all other graphic materials, writings, and instruments, however produced or reproduced. A document includes all documents appended thereto.

11. "Drug Company" or "Drug Companies" means a company that manufactures pharmaceutical products, including without limitation, Identified Drugs.

12. "Electronic Data" means all information of all kinds maintained by electronic data processing systems and includes all non-identical copies of such information. Electronic Data includes, but is not limited to, electronic spreadsheets, databases with all records and fields and structural information (including Lotus Notes Discussion Databases and other online dialogs), charts, graphs and outlines, arrays of information and all other information used or produced by any software. Further, Electronic Data includes any computer program (whether proprietary or commercial), programming notes or instructions, or any other software program or utility needed to access or use such Electronic Data as they are accessed or used by You in the usual course of business.

13. "Fund" or "Funds" means any and/or all of the plaintiff health and welfare funds and trusts identified in the Class Action Complaint, including, without limitation, New England Carpenters Health Benefits Fund; Pirelli Armstrong Retiree Benefits Trust; Teamsters Health & Welfare Fund of Philadelphia and Vicinity; and Philadelphia Federation of Teachers Health and

Welfare Fund, and any other health and welfare fund or trust that provides prescription drug benefits, and any of their past or present trustees, officials, officers, fiduciaries, third-party administrators, representatives, agents, assigns, attorneys, employees, divisions, departments, affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control.

14. "Government Investigation" refers to any ongoing or closed investigation or inquiry conducted by Congress, a committee or sub-committee of Congress (including but not limited to, the Consumer, Energy and/or Ways and Means Committees), the United States Department of Justice, the United States General Accounting Office, the Federal Trade Commission, the Office of the United States Inspector General, the United States Department of Health and Human Services, or any other federal, state, or local governmental entity, and includes but is not limited to instances in which such entities have served or sent You Civil Investigative Demands, subpoenas, document requests, or other requests.

15. "Identified Drugs" shall refer to any one or more of the drugs listed in Appendix A to the Complaint and attached hereto.

16. "MDL Litigation" means the litigation bearing the caption, *In Re Pharmaceutical Industry Average Wholesale Price Litigation*, MDL No. 1456, pending in the United States District Court for the District of Massachusetts.

17. "Meeting" means any discussion between two or more persons either in person, telephonically, or by video conference.

18. "Named Plaintiff" means any and/or all of the plaintiff health and welfare funds and trusts identified in the Class Action Complaint, including, without limitation, New England Carpenters Health Benefits Fund; Pirelli Armstrong Retiree Benefits Trust; Teamsters Health &

Welfare Fund of Philadelphia and Vicinity; and Philadelphia Federation of Teachers Health and Welfare Fund, and any of their past or present trustees, officials, officers, fiduciaries, third-party administrators, representatives, agents, assigns, attorneys, employees, divisions, departments, affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control.

19. "Participant" means a person for whom a health plan or health and welfare fund provides any medical or health insurance benefit, including prescription drug benefits.

20. "Person" as defined in Massachusetts Local Rule 26.5(c)(6), means any natural person or any business, legal, or governmental entity or association.

21. "Pharmacy Benefit Manager" or "PBM" means any entity that provides services relating to prescription drug benefits offered by any Third Party Payor to any Participant and/or Beneficiary.

22. "Price" means any payment made for a drug with or without discounts, Rebates or other incentives affecting the cost of the drug.

23. "Publication" means a publication identified in Health Care Financing Administration Program Memorandum AB-99-63 and includes First DataBank, Red Book, Blue Book, and Medi-span.

24. "Publisher" or "Publishers" refers to any pharmaceutical price publishing service, including but not limited to the First DataBank, Red Book, Blue Book and Medi-Span publishing services.

25. "Rebates" include access rebates for the placement of products on a formulary, rebates based upon the sales volumes for drugs, and market share rebates for garnering higher

market share than established targets, and include rebates received by You or any PBM with whom You have a contractual relationship.

26. "Relevant Time Period" means the period from January 1, 1997 to the date of production, inclusive.

27. "Retailer" means any entity, including a retail pharmacy that resells drugs to consumers.

28. "Third Party Payor" means any non-government entity or program, including but not limited to, Funds, or health insurance companies, health maintenance organizations, preferred provider organizations, self insurance plans, health plans, unions, and welfare and benefit plans, that provides prescription drug benefits to Participants and Beneficiaries and reimburses or compensates Retailers for prescription drugs dispensed to Participants and Beneficiaries.

29. "This Litigation" means the litigation pending in the United States District Court for the District of Massachusetts bearing the docket number 1:05-CV-11148-PBS.

30. "WAC" or "Wholesale Acquisition Cost" means the actual selling price that a Drug Company charges to a Wholesaler, before discounts.

31. "Twenty Largest And Twenty Smallest Third Party Payors" means for the Twenty Largest, the twenty Third Party Payors that provided the most revenue to You over the Relevant Time Period, and the Twenty Smallest means the twenty Third Party Payors who provided the least revenue to You, in aggregate, during the Relevant Time Period.

32. "Wholesaler" means any entity that purchases drugs from a Drug Company and resells such drugs to any other entity, including Retailers.

33. "You" or "Your" shall refer to National Medical Health Card Systems, Inc., including Pharmaceutical Care Network and any of National Medical Health Card Systems, Inc.'s predecessors, divisions, subsidiaries, trustees, officers, directors, managers, employees, or agents, including but not limited to, attorneys and accountants.

INSTRUCTIONS

1. Unless otherwise specifically stated, the requests below refer to the period from January 1, 1997, to the date of production, inclusive.

2. The singular form of a noun or pronoun shall include within its meaning the plural form of the noun or pronoun and vice versa; the masculine form of a pronoun shall include within its meaning the feminine form of the pronoun and vice versa; and the use of any tense of any verb shall include within its meaning all other tenses of the verb.

3. "All" and "each" shall be construed as meaning either all or each as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside its scope.

4. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request any information that might otherwise be construed to be outside its scope.

5. Each request for production of documents extends to all documents in the possession, custody, or control of You or anyone acting on Your behalf. A document is to be deemed in Your possession, custody, or control if it is in Your physical custody, or if it is in the physical custody of any other person and You (a) own such document in whole or in part; (b) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such document on any term; (c) have an understanding, express or implied, that You may use, inspect, examine,

or copy such document on any terms; or (d) have, as a practical matter, been able to use, inspect, examine, or copy such document when You sought to do so.

6. If production is requested of a document that is no longer in Your possession, custody, or control, Your response should state when the document was most recently in Your possession, custody, or control, how the document was disposed of, and the identity of the person, if any, presently in possession, custody, or control of such document. If the document has been destroyed, state the reason for its destruction.

7. Provide the following information for each document withheld on the grounds of privilege:

- (a) its date;
- (b) its title;
- (c) its author(s);
- (d) its recipient(s);
- (e) the specific privilege under which it is withheld;
- (f) its general subject matter; and
- (g) a description of it that You contend is adequate to support Your contention that it is privileged.

8. Any attachment to an allegedly privileged or immune document shall be produced unless You contend that the attachment is also privileged or immune.

9. Notwithstanding the assertion of any objection to production, if a document contains non-objectionable or non-privileged matter, please produce that document, redacting that portion for which the objection is asserted, provided that the following information is provided:

- (a) its date;

- (b) its title;
- (c) its author(s);
- (d) its recipient(s);
- (e) the specific privilege under which it is withheld;
- (f) its general subject matter; and
- (g) a description of it that You contend is adequate to support Your contention that it is privileged.

10. To the extent that You consider any of the following requests for production of documents objectionable, please respond to the remainder of the production request, and separately state that part of each request to which You object and each ground for each objection. If there is any question as to the meaning of any part of these Requests, or an issue as to whether production of any documents requested herein would impose an undue burden on You, counsel for McKesson should be contacted promptly to discuss these matters, and You should respond to the remainder of these Requests as written.

11. Documents produced in response to these Requests should be provided in the same form in which they are kept in the usual course of business. This means that Electronic Data, as that term is defined herein, should be produced in the electronic form in which it is kept in the usual course of business.

12. You may produce legible, complete, and exact copies of original documents responsive to these Requests, provided that the originals shall be made available for inspection upon request by counsel for McKesson.

13. These Requests cover all documents in Your possession, custody, and control, both inside and outside the United States, including Documents in the possession of Your officers, employees, agents, servants, representatives, trustees, attorneys, consultants, or other

persons directly or indirectly employed or retained by You, or anyone else acting on Your behalf or otherwise subject to Your control, and any merged, consolidated, or acquired predecessor or successor, subsidiary, division, or affiliate.

14. If any Request cannot be responded to fully, You should provide as full a response as possible, state the reason for the inability to answer fully, and provide any information, knowledge, or belief that You have regarding the unanswered portion.

EXHIBIT A

DEPOSITION TOPICS

1. Your negotiations and contracts with Third Party Payors and Clients for pharmacy benefit management services, including the sharing of rebates from manufacturers, the duration of such contracts, termination provisions, guarantees, references to AWP, and terms and conditions included in addendums and related provider manuals.

2. Your negotiations and contracts with Retailers, including drug pricing terms and metrics (e.g., AWP, usual & customary), the manner in which those metrics are defined or arrived at (including the factors or other information used, relied on or considered by You in connection with, or arriving at, reimbursements and payments to Retailers), the terms pertaining to Third Party Payors' or Clients' payment for drugs provided under such contracts, the duration of such contracts, and the termination provisions in such contracts.

3. Your knowledge, understanding or expectation regarding (a) the use and significance of AWP, manufacturer suggested wholesale prices, WAC, or other information published or provided by First DataBank and other Publishers, (b) the trends in these metrics; (c) the ratio or spread between actual acquisition costs of Retailers and published AWP, or between WAC and published AWP; (c) changes in AWP or in WAC to AWP ratios, including discussions with manufacturer, Retailers, Third Party Payor and Clients, or Publishers regarding such changes.

4. The operation and management of Retailers, including the management and operations of pharmacy networks.

5. Representations or other statements by or attributed to Publishers concerning how any Publisher compiles, develops or arrives at AWP's, WACs or other information published or made available by the Publisher.

6. Your corporate structure, organizations, employees and operations.

7. Your search for and production of documents in response to the document requests set forth in Exhibit B of this subpoena.

EXHIBIT B

DOCUMENTS TO BE PRODUCED

Regarding Related Litigation or Investigations

1. Respecting the MDL Litigation, all documents produced or made available to other parties, including, without limitation, all documents produced or made available pursuant to subpoenas or document requests; all affidavits, declarations, deposition transcripts, deposition videos, and deposition exhibits; all non-public pleadings; and all transcripts of hearings before a Judge or Magistrate.

2. Respecting any legal proceeding, mediation, arbitration, court hearing, legislative hearing, or Government Investigation or inquiry concerning FDB or any other Publisher, the use of AWP or reimbursement of drugs purchased by consumers, all documents produced or made available pursuant to subpoenas or document requests; all affidavits, declarations, deposition transcripts, deposition exhibits and statements filed, served, produced, prepared or taken in connection therewith; all documents concerning your contracts or negotiations with Retailers, reimbursements to Retailers for the dispensing of Identified Drugs, your relationships with Third Party Payors, or your contracts or negotiations with Drug Companies for Rebates, discounts or other consideration or remuneration.

Regarding Publishers

3. All documents concerning communications between You and any Publisher concerning the AWP for, the WAC-AWP spread for or, proposed wholesale price or the actual or proposed acquisition cost of, Identified Drugs or any other prescription drug.

4. All contracts and agreements with any Publisher.

5. All documents concerning use of a specific Publisher's AWP or other price data in contracts with Retailers, Third Party Payors and Clients, Manufacturers, or with any other person.

6. All documents to or from any Publisher concerning Identified Drugs, AWP, a Drug Company's suggested wholesale prices, or Wholesaler markups.

7. All documents and communications concerning any representation or other statement by or attributed to First DataBank, Redbook or any other Publisher concerning its business, including, without limitation, its publication of AWP's, information contained in its data fields, how it derived information for its database, how it determined AWP's, its research of wholesalers, its research of PBMs, or its conduct of surveys.

8. All documents or communications concerning increases, decreases or other changes in AWP's, including any increase or change in the WAC-AWP spread, in data published by First DataBank, including, without limitation, complaints or other reactions to such changes by Drug Companies, Wholesalers, PBMs (including You), Retailers, Third Party Payors, or Your Clients.

9. All documents concerning the use of AWP's published by First DataBank, or by any other Publisher, as a basis, benchmark or metric for reimbursement.

10. All documents comparing AWP's or WAC-AWP spreads published by First DataBank, with

- a. AWP's or WAC-AWP spreads published by other Publishers, or with
- b. wholesale prices suggested by Drug Companies.

11. All documents concerning the accuracy of the AWP's published by, or of representations made by, First DataBank.

Regarding Third Party Payors

12. All documents concerning communications between You and any Third Party Payor concerning the AWP for, the WAC-AWP spread for, or the actual or potential acquisition cost of, Identified Drugs.

13. All contracts and agreements by You with the Twenty Largest and Twenty Smallest Third Party Payors that concern:

- a. AWP, WAC, or the actual or potential acquisition cost of, Identified Drugs;
- b. Rebates, discounts or other consideration received by You from Drug Companies;
- c. Services you provide to Third Party Payors; or
- d. Reimbursement for dispensing of prescription drugs

14. All documents concerning Your strategy, reasoning, or methodology in setting amounts Your Clients or Third Party Payors pay You, or You pay to Retailers, for drugs or for dispensing or administrative services, including, without limitation, documents showing the factors or other information You have relied on or considered in arriving at payment terms.

15. All documents concerning the effect or potential effect of an actual or possible increase, decrease or other change in the WAC-AWP spread or in published AWPs, including, without limitation, the effect such a change would or may have on You or any of Your Clients.

16. All communications between TPPs and PBMs concerning higher drug prices, higher AWPs, or higher AWP/WAC markups.

17. All advertising, marketing, and sales materials, responses to requests for proposals or other documents describing the services You (or other PBMs) offer or make available to Clients and the value of those services, including, without limitations, documents concerning the savings You (or other PBMs) have secured for Clients.

18. All documents concerning Your decision to list or de-list Identified Drugs or any other prescription drug on a formulary.

19. All documents concerning Your relationship with the Named Plaintiffs, including without limitation:

- a. All documents concerning communications with the Named Plaintiffs;
- b. All contracts or agreements with the Named Plaintiffs;
- c. All requests for proposals and responses thereto involving the Named Plaintiffs;
- d. All reports, summaries or compilations provided to or received from the Named Plaintiffs;
- e. All documents concerning the amount charged or to be charged the Named Plaintiffs for prescription drugs;
- d. All documents concerning reimbursement of Named Plaintiffs for prescription drug expenditures made on behalf of Participants or Beneficiaries;
- e. All documents concerning reimbursements paid by Named Plaintiffs to Retailers for the dispensing of Identified Drugs; and,
- f. All documents concerning communications with a Benefit Consultant concerning a Named Plaintiff, including, without limitation, all documents concerning requests for proposals or responses thereto and

20. All documents concerning the use of AWP as a basis or benchmark for reimbursement of PBMs or Retailers.

Regarding Retailers

21. All documents containing or concerning contracts or agreements You negotiated with Retailers for reimbursement for prescription drugs.

22. All documents concerning Your strategy, factors considered, reasoning, or methodology in setting reimbursement to Retailers for Identified Drugs or for dispensing or administrative services including, without limitation, documents showing the factors or other information You have relied on or considered, and all documents containing calculations or computations used, relied on or considered by You, in connection therewith.

23. All documents concerning the impact of changes in published AWP or WAC-AWP spreads on contracts or negotiations with Retailers, or reimbursement rates paid to Retailers.

24. All documents concerning negotiations with Retailers regarding network membership, including without limitations, all documents concerning discussion or documentation of denying, terminating or revoking network membership for any reason.

25. All documents concerning the percentage discount from AWP contained in, or considered for, contracts with Retailers.

Regarding Drug Companies

26. All documents concerning price offsets, discounts, Rebates, or off-invoice incentive payments or other considerations paid or made by Drug Companies to You or other PBMs for Identified Drugs.

27. All documents concerning the impact or effect of changes in published AWP or WAC-AWP spreads on any actual or potential Rebates, discounts, or any other consideration or price terms between You and Your Clients or a Drug Company.

28. All documents concerning Drug Company reactions to, or communications regarding, any increased AWP or AWP/WAC spread, including any correspondence from a Drug

Company regarding changes in AWP that were not recommended or proposed by a Drug Company.

29. All documents reflecting the description or identification of any Drug Company as having a suggested, proposed, or stated wholesale markup, including but not limited to a 20% or a 25% markup or spread between WAC and AWP.

30. All documents concerning the use of an AWP suggested by a Drug Company.

Regarding AWP

31. All documents concerning Your use of AWP as a pricing term, benchmark or metric in any contracts with or among Retailers, Third Party Payors, Clients or Drug Companies.

32. All documents concerning AWP, including but not limited to:

- a. All documents concerning the WAC-AWP spread or markup;
- b. All documents concerning the spread or markup between pharmacy acquisition cost and AWP;
- c. Any reports, summaries or compilations provided to Third Party Payors or Clients containing information about changes in industry pricing or practices;
- d. All internal reports analyzing the drug expenditures of Third Party Payors or Clients;
- e. All documents concerning reimbursement by You or your clients for Identified Drugs on the basis of published AWP's, including AWP's published by First Databank;
- f. All documents concerning the proposed or actual discontinuation of AWP as a basis, benchmark or metric for reimbursement; and

- g. All documents identifying or describing the source that You use for determining AWP in your contracts; or discussing how AWP has been, or is currently, calculated or defined.

Other Documents

33. All documents concerning Your expectations regarding (1) pharmacy acquisition costs; (2) the spread between such acquisition costs and AWP; or (3) the spread between WAC and AWP, for Identified Drugs.

34. For each Identified Drug, all transaction records maintained in a database or other electronic format showing all revenues, disbursements and quantities covered, including amounts paid by You for Identified Drugs sold by Retailers, amounts paid to You by Third Party Payors as Your Clients for the Identified Drugs, and any related Rebates, discounts, and administrative fees.

35. Documents sufficient to identify all Your departments and employees including, without limitation, Your organizational charts.

36. Documents sufficient to identify Your policy or practice of document retention, destruction, disposal, or preservation for each year during the Relevant Time Period.

37. Document describing each report, summary or compilation distributed by You or Your Third Party Payors or Clients concerning AWP, WAC-AWP spreads, reimbursement of Retailers, payments to Third Party Payors, acquisition costs of Retailers, the MDL Litigation or this Lawsuit.

38. All documents concerning whether to use a discount from AWP (*e.g.*, AWP minus 12%) as a basis for reimbursement of Retailers.

In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC

FIRM	NDC	DRUG NAME AND DESCRIPTION
3M PHARMACEUTICALS	00089020025	METROGEL-VAGINAL 0.75% GEL
3M PHARMACEUTICALS	00089030510	TAMBCCOR 50 MG TABLET
3M PHARMACEUTICALS	00089030710	TAMBCCOR 100 MG TABLET
3M PHARMACEUTICALS	00089031140	TAMBCCOR 150 MG TABLET
3M PHARMACEUTICALS	00089051006	CAL DISOD VERSENAT 200 MG/ML
3M PHARMACEUTICALS	00089054006	NORFLEX 30 MG/ML AMPUL
3M PHARMACEUTICALS	00089061012	ALDARA 5% CREAM
3M PHARMACEUTICALS	00089061521	MAXAIR AUTOHALER 0.2 MG AERO
AAIPHARMA LLC	00002035102	DARVOCET-N 50 TABLET
AAIPHARMA LLC	00002035333	DARVON-N 100 MG TABLET
AAIPHARMA LLC	00002036302	DARVOCET-N 100 TABLET
AAIPHARMA LLC	00002036309	DARVOCET-N 100 TABLET
AAIPHARMA LLC	00002036333	DARVOCET-N 100 TABLET
AAIPHARMA LLC	00002060303	DARVON 65 MG PULVULE
AAIPHARMA LLC	00002060333	DARVON 65 MG PULVULE
AAIPHARMA LLC	00002311102	DARVON COMPOUND-85 PULVULE
AAIPHARMA LLC	00002311109	DARVON COMPOUND-85 PULVULE
AAIPHARMA LLC	00024007201	BRETHINE 2.5 MG TABLET
AAIPHARMA LLC	00024007210	BRETHINE 2.5 MG TABLET
AAIPHARMA LLC	00024010501	BRETHINE 5 MG TABLET
AAIPHARMA LLC	00024010510	BRETHINE 5 MG TABLET
AAIPHARMA LLC	00024750701	BRETHINE 1 MG/ML AMPUL
AAIPHARMA LLC	00054823301	DURACLON 0.1 MG/ML VIAL
AAIPHARMA LLC	00054823401	DURACLON 500 MG/ML VIAL
AAIPHARMA LLC	66591023921	AQUASOL A 50,000 UNITS/ML VIAL
AAIPHARMA LLC	66591043411	BRETHINE 1 MG/ML AMPUL
AAIPHARMA LLC	66591062241	DARVON 65 MG PULVULE
AAIPHARMA LLC	66591063141	DARVON-N 100 MG TABLET
AAIPHARMA LLC	66591063151	DARVON-N 100 MG TABLET
ABBOTT LABORATORIES	00597002901	MOBIC 7.5 MG TABLET
ABBOTT LABORATORIES	00597003001	MOBIC 15 MG TABLET
ABBOTT LABORATORIES	00597003828	MCARDIS 20 MG TABLET
ABBOTT LABORATORIES	00597004028	MCARDIS 40 MG TABLET
ABBOTT LABORATORIES	00597004128	MCARDIS 80 MG TABLET
ABBOTT LABORATORIES	00597004328	MCARDIS HCT 40/12.5 MG TAB
ABBOTT LABORATORIES	00597004428	MCARDIS HCT 80/12.5 MG TAB
AGOURON PHARMACEUTICALS INC	63010001030	VIRACEPT 250 MG TABLET
AGOURON PHARMACEUTICALS INC	63010001190	VIRACEPT POWDER
AMGEN INC	55513012601	EPOGEN 2,000 UNITS/ML VIAL
AMGEN INC	55513012610	EPOGEN 2,000 UNITS/ML VIAL
AMGEN INC	55513014401	EPOGEN 10,000 UNITS/ML VIAL
AMGEN INC	55513014410	EPOGEN 10,000 UNITS/ML VIAL
AMGEN INC	55513014801	EPOGEN 4,000 UNITS/ML VIAL
AMGEN INC	55513014810	EPOGEN 4,000 UNITS/ML VIAL
AMGEN INC	55513025701	EPOGEN 3,000 UNITS/ML VIAL
AMGEN INC	55513025710	EPOGEN 3,000 UNITS/ML VIAL
AMGEN INC	55513028301	EPOGEN 10,000 UNITS/ML VIAL
AMGEN INC	55513028310	EPOGEN 10,000 UNITS/ML VIAL
ASTRAZENECA LP	00037721020	ZOMIG 2.5 MG TABLET
ASTRAZENECA LP	00037721125	ZOMIG 5 MG TABLET
ASTRAZENECA LP	00186000131	LEXXEL 5-5 MG TABLET SA
ASTRAZENECA LP	00186000168	LEXXEL 5-5 MG TABLET SA
ASTRAZENECA LP	00186000231	LEXXEL 5-2.5 MG TABLET SA
ASTRAZENECA LP	00186000431	ATACAND 4 MG TABLET
ASTRAZENECA LP	00186000831	ATACAND 8 MG TABLET
ASTRAZENECA LP	00186001828	ATACAND 16 MG TABLET
ASTRAZENECA LP	00186001631	ATACAND 16 MG TABLET
ASTRAZENECA LP	00186001654	ATACAND 16 MG TABLET
ASTRAZENECA LP	00186003228	ATACAND 32 MG TABLET
ASTRAZENECA LP	00186003231	ATACAND 32 MG TABLET
ASTRAZENECA LP	00186003254	ATACAND 32 MG TABLET
ASTRAZENECA LP	00186011001	XYLOCAINE 1% VIAL
ASTRAZENECA LP	00186011201	XYLOCAINE 1% VIAL
ASTRAZENECA LP	00186011291	XYLOCAINE 1% VIAL
ASTRAZENECA LP	00186011401	XYLOCAINE 1%/EPI 1:200,000
ASTRAZENECA LP	00186011412	XYLOCAINE 1%/EPI 1:200,000
ASTRAZENECA LP	00186011491	XYLOCAINE 1%/EPI 1:200,000
ASTRAZENECA LP	00186011501	XYLOCAINE 1%/EPI 1:100,000
ASTRAZENECA LP	00186011512	XYLOCAINE 1%/EPI 1:100,000
ASTRAZENECA LP	00186011701	XYLOCAINE 1.5%/EPI 1:200,000
ASTRAZENECA LP	00186011712	XYLOCAINE 1.5%/EPI 1:200,000
ASTRAZENECA LP	00186011791	XYLOCAINE 1.5%/EPI 1:200,000
ASTRAZENECA LP	00186012001	XYLOCAINE 2% DENTAL VIAL
ASTRAZENECA LP	00186012201	XYLOCAINE 2%/EPI 1:200,000
ASTRAZENECA LP	00186012212	XYLOCAINE 2%/EPI 1:200,000
ASTRAZENECA LP	00186012291	XYLOCAINE 2%/EPI 1:200,000
ASTRAZENECA LP	00186012601	XYLOCAINE 2%/EPI 1:100,000
ASTRAZENECA LP	00186013501	XYLOCAINE 0.5% VIAL
ASTRAZENECA LP	00186013701	XYLOCAINE 0.5% VIAL
ASTRAZENECA LP	00186014001	XYLOCAINE 0.5%/EPI 1:200,000
ASTRAZENECA LP	00186014501	XYLOCAINE 1% VIAL
ASTRAZENECA LP	00186015001	XYLOCAINE 1%/EPI 1:100,000
ASTRAZENECA LP	00186015501	XYLOCAINE 2% VIAL
ASTRAZENECA LP	00186016001	XYLOCAINE 2%/EPI 1:100,000
ASTRAZENECA LP	00186016226	ATACAND HCT 16/12.5 MG TAB
ASTRAZENECA LP	00186016254	ATACAND HCT 16/12.5 MG TAB

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
ASTRAZENECA LP	0018021003	XYLOCAINE-MPF 1% AMPUL
ASTRAZENECA LP	0018021203	XYLOCAINE/DEXTROSE 1.5% AMP
ASTRAZENECA LP	0018021503	XYLOCAINE-MPF 2% AMPUL
ASTRAZENECA LP	0018023003	XYLOCAINE-MPF 1% AMPUL
ASTRAZENECA LP	0018023203	XYLOCAINE IV 2% AMPUL
ASTRAZENECA LP	0018023503	XYLOCAINE-MPF 4% AMPUL
ASTRAZENECA LP	0018024113	XYLOCAINE-MPF 2% VIAL
ASTRAZENECA LP	0018024213	XYLOCAINE-MPF 2% VIAL
ASTRAZENECA LP	0018024312	XYLOCAINE 2% VIAL
ASTRAZENECA LP	0018025002	XYLOCAINE 2%/EPI 1:200,000
ASTRAZENECA LP	0018025502	XYLOCAINE-MPF 1% AMPUL
ASTRAZENECA LP	0018028002	XYLOCAINE 1%/EPI 1:200,000
ASTRAZENECA LP	0018026092	XYLOCAINE 1%/EPI 1:200,000
ASTRAZENECA LP	0018026502	XYLOCAINE 1.8%/EPI 1:200,000
ASTRAZENECA LP	0018026503	XYLOCAINE 1.5%/EPI 1:200,000
ASTRAZENECA LP	0018027512	XYLOCAINE 1% VIAL
ASTRAZENECA LP	0018027813	XYLOCAINE-MPF 1% VIAL
ASTRAZENECA LP	0018027713	XYLOCAINE-MPF 1% VIAL
ASTRAZENECA LP	0018031521	XYLOCAINE 5% OINTMENT
ASTRAZENECA LP	0018032001	XYLOCAINE 4% SOLUTION
ASTRAZENECA LP	0018032228	ATACAND HCT 32/12.5 MG TAB
ASTRAZENECA LP	0018032254	ATACAND HCT 32/12.5 MG TAB
ASTRAZENECA LP	0018033001	XYLOCAINE 2% JELLY
ASTRAZENECA LP	0018033036	XYLOCAINE 2% JELLY
ASTRAZENECA LP	0018033643	XYLOCAINE 2% JELLY SYRINGE
ASTRAZENECA LP	0018033653	XYLOCAINE 2% JELLY SYRINGE
ASTRAZENECA LP	0018033601	XYLOCAINE 2% VISCOUS SOLN
ASTRAZENECA LP	0018033611	XYLOCAINE 2% VISCOUS SOLN
ASTRAZENECA LP	0018040528	PLENDIL 2.5 MG TABLET SA
ASTRAZENECA LP	0018040531	PLENDIL 7.5 MG TABLET SA
ASTRAZENECA LP	0018040558	PLENDIL 7.5 MG TABLET SA
ASTRAZENECA LP	00180405128	PLENDIL 5 MG TABLET SA
ASTRAZENECA LP	00180405131	PLENDIL 5 MG TABLET SA
ASTRAZENECA LP	00180405158	PLENDIL 5 MG TABLET SA
ASTRAZENECA LP	00180405228	PLENDIL 10 MG TABLET SA
ASTRAZENECA LP	00180405231	PLENDIL 10 MG TABLET SA
ASTRAZENECA LP	00180405258	PLENDIL 10 MG TABLET SA
ASTRAZENECA LP	0018050628	PRILOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	0018050631	PRILOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	00180506566	PRILOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	00180506882	PRILOSEC 10 MG CAPSULE DR
ASTRAZENECA LP	0018070210	ENTOCORT EC 3 MG CAPSULE
ASTRAZENECA LP	0018070768	TONOCARD 400 MG TABLET
ASTRAZENECA LP	0018070968	TONOCARD 600 MG TABLET
ASTRAZENECA LP	0018074228	PRILOSEC 20 MG CAPSULE DR
ASTRAZENECA LP	0018074231	PRILOSEC 20 MG CAPSULE DR
ASTRAZENECA LP	0018074282	PRILOSEC 20 MG CAPSULE DR
ASTRAZENECA LP	0018074328	PRILOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	0018074331	PRILOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	0018074368	PRILOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	0018074382	PRILOSEC 40 MG CAPSULE DR
ASTRAZENECA LP	0018085981	NAROPIN 2 MG/ML INFUSION BTL
ASTRAZENECA LP	0018085991	NAROPIN 2 MG/ML INFUSION BTL
ASTRAZENECA LP	00180859344	NAROPIN 5 MG/ML AMPULE
ASTRAZENECA LP	00180859381	NAROPIN 5 MG/ML VIAL
ASTRAZENECA LP	0018091542	PULMICORT 200 MCG TURBUHALER
ASTRAZENECA LP	0018091766	NESACAIN 1% VIAL
ASTRAZENECA LP	0018091766	NESACAIN 2% VIAL
ASTRAZENECA LP	0018091766	NESACAIN-MPF 2% VIAL
ASTRAZENECA LP	0018092026	NESACAIN-MPF 3% VIAL
ASTRAZENECA LP	0018093001	SENSORCANE/EPI 0.75% 0.0005
ASTRAZENECA LP	0018097509	RHINO-CORT NASAL INHALER
ASTRAZENECA LP	00180908805	TOPROL XL 25 MG TABLET SA
ASTRAZENECA LP	00180909005	TOPROL XL 50 MG TABLET SA
ASTRAZENECA LP	00180909205	TOPROL XL 100 MG TABLET SA
ASTRAZENECA LP	0018091501	EMLA CREAM W/TEGADERM
ASTRAZENECA LP	0018091503	EMLA CREAM W/TEGADERM
ASTRAZENECA LP	00180915601	EMLA CREAM
ASTRAZENECA LP	00180977001	STREPTASE 250,000 UNITS VIAL
ASTRAZENECA LP	00180977101	STREPTASE 750,000 UNITS VIAL
ASTRAZENECA LP	00180977401	STREPTASE 1,5MM UNITS INFUS BT
ASTRAZENECA LP	00180908804	PULMICORT 0.25 MG/2 ML RESPUL
ASTRAZENECA LP	00180908804	PULMICORT 0.5 MG/2 ML RESPUL
ASTRAZENECA LP	00180902037	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	00180902054	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	00180902082	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	00180902228	NEXIUM 20 MG CAPSULE
ASTRAZENECA LP	00180904031	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	00180904054	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	00180904062	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	00180904228	NEXIUM 40 MG CAPSULE
ASTRAZENECA LP	00310904010	ELAVIL 10 MG TABLET
ASTRAZENECA LP	00310904110	ELAVIL 50 MG TABLET
ASTRAZENECA LP	00310904210	ELAVIL 75 MG TABLET
ASTRAZENECA LP	00310904310	ELAVIL 100 MG TABLET
ASTRAZENECA LP	00310904510	ELAVIL 25 MG TABLET

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
ASTRAZENECA LP	00310004560	ELAVIL 25 MG TABLET
ASTRAZENECA LP	00310004710	ELAVIL 150 MG TABLET
ASTRAZENECA LP	00310004730	ELAVIL 150 MG TABLET
ASTRAZENECA LP	00310004810	ELAVIL 10 MG/ML VIAL
ASTRAZENECA LP	00310010110	TENORMIN 100 MG TABLET
ASTRAZENECA LP	00310010510	TENORMIN 50 MG TABLET
ASTRAZENECA LP	00310010534	TENORMIN 50 MG TABLET
ASTRAZENECA LP	00310010710	TENORMIN 25 MG TABLET
ASTRAZENECA LP	00310011610	TENORETIC 50 TABLET
ASTRAZENECA LP	00310011710	TENORETIC 100 TABLET
ASTRAZENECA LP	00310013010	ZESTRIL 5 MG TABLET
ASTRAZENECA LP	00310013034	ZESTRIL 5 MG TABLET
ASTRAZENECA LP	00310013038	ZESTRIL 5 MG TABLET
ASTRAZENECA LP	00310013110	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310013134	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310013138	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310013173	ZESTRIL 10 MG TABLET
ASTRAZENECA LP	00310013210	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310013234	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310013238	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310013273	ZESTRIL 20 MG TABLET
ASTRAZENECA LP	00310013310	ZESTRIL 30 MG TABLET
ASTRAZENECA LP	00310013410	ZESTRIL 40 MG TABLET
ASTRAZENECA LP	00310013510	ZESTRIL 2.5 MG TABLET
ASTRAZENECA LP	00310014110	ZESTORETIC 10/12.5 TABLET
ASTRAZENECA LP	00310014210	ZESTORETIC 20/12.5 TABLET
ASTRAZENECA LP	00310014610	ZESTORETIC 20/25 TABLET
ASTRAZENECA LP	00310020130	ARUNDEX 1 MG TABLET
ASTRAZENECA LP	00310020620	ZOMIG ZMT 2.5 MG TABLET
ASTRAZENECA LP	00310021321	ZOMIG ZMT 5 MG TABLET
ASTRAZENECA LP	00310027110	SEROQUEL 100 MG TABLET
ASTRAZENECA LP	00310027139	SEROQUEL 100 MG TABLET
ASTRAZENECA LP	00310027210	SEROQUEL 200 MG TABLET
ASTRAZENECA LP	00310027239	SEROQUEL 200 MG TABLET
ASTRAZENECA LP	00310027439	SEROQUEL 300 MG TABLET
ASTRAZENECA LP	00310027460	SEROQUEL 300 MG TABLET
ASTRAZENECA LP	00310027510	SEROQUEL 25 MG TABLET
ASTRAZENECA LP	00310027539	SEROQUEL 25 MG TABLET
ASTRAZENECA LP	00310030011	DIPRIVAN 10 MG/ML VIAL
ASTRAZENECA LP	00310030050	DIPRIVAN 10 MG/ML VIAL
ASTRAZENECA LP	00310030054	DIPRIVAN 10 MG/ML SYRINGE
ASTRAZENECA LP	00310032111	MERREM 1 GM INFUSION BOTTLE
ASTRAZENECA LP	00310032118	MERREM 1 GM ADD-VANTAGE VL
ASTRAZENECA LP	00310032130	MERREM 1 GM VIAL
ASTRAZENECA LP	00310032511	MERREM 500 MG INFUSION BTL
ASTRAZENECA LP	00310032515	MERREM 500 MG ADD-VANTAGE VL
ASTRAZENECA LP	00310032520	MERREM 500 MG VIAL
ASTRAZENECA LP	00310037510	CEFOTAN 10 GM VIAL
ASTRAZENECA LP	00310037510	CEFOTAN 1 GM VIAL
ASTRAZENECA LP	00310037611	CEFOTAN 1 GM PIGGYBACK
ASTRAZENECA LP	00310037631	CEFOTAN 1 GM ADD-VANTAGE VL
ASTRAZENECA LP	00310037720	CEFOTAN 2 GM VIAL
ASTRAZENECA LP	00310037721	CEFOTAN 2 GM PIGGYBACK
ASTRAZENECA LP	00310037732	CEFOTAN 2 GM ADD-VANTAGE VL
ASTRAZENECA LP	00310037851	CEFOTAN 1 GM/50 ML PIGGYBACK
ASTRAZENECA LP	00310037951	CEFOTAN 2 GM/50 ML PIGGYBACK
ASTRAZENECA LP	00310040160	ACCOLATE 10 MG TABLET
ASTRAZENECA LP	00310040239	ACCOLATE 20 MG TABLET
ASTRAZENECA LP	00310040260	ACCOLATE 20 MG TABLET
ASTRAZENECA LP	00310060018	NOLVADEX 10 MG TABLET
ASTRAZENECA LP	00310060080	NOLVADEX 10 MG TABLET
ASTRAZENECA LP	00310060075	NOLVADEX 10 MG TABLET
ASTRAZENECA LP	00310060412	NOLVADEX 20 MG TABLET
ASTRAZENECA LP	00310060430	NOLVADEX 20 MG TABLET
ASTRAZENECA LP	00310060490	NOLVADEX 20 MG TABLET
ASTRAZENECA LP	00310070510	CASODEX 50 MG TABLET
ASTRAZENECA LP	00310070530	CASODEX 50 MG TABLET
ASTRAZENECA LP	00310070539	CASODEX 50 MG TABLET
AXCAN SCANDIPHARM INC	00068012081	BENTYL 10 MG CAPSULE
AXCAN SCANDIPHARM INC	00068012361	BENTYL 20 MG TABLET
AXCAN SCANDIPHARM INC	00068012816	BENTYL 10 MG/5 ML SYRUP
AXCAN SCANDIPHARM INC	00068080923	BENTYL 10 MG/ML AMPLA
AXCAN SCANDIPHARM INC	58814017110	CARAFATE 1 GM TABLET
AXCAN SCANDIPHARM INC	58814017121	CARAFATE 1 GM TABLET
AXCAN SCANDIPHARM INC	58814017130	CARAFATE 1 GM TABLET
AXCAN SCANDIPHARM INC	58814017150	CARAFATE 1 GM TABLET
BAYER CORP PHARMACEUTICAL DIV	00026286148	PRECOSE 50 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026286251	PRECOSE 100 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026219636	TRASYLOL 10,000 UNITS/ML VIAL
BAYER CORP PHARMACEUTICAL DIV	00026219763	TRASYLOL 10,000 UNITS/ML VIAL
BAYER CORP PHARMACEUTICAL DIV	00026551108	CIPRO 100 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026551248	CIPRO 250 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026551251	CIPRO 250 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026551348	CIPRO 500 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026551351	CIPRO 500 MG TABLET
BAYER CORP PHARMACEUTICAL DIV	00026551448	CIPRO 750 MG TABLET

Page 4

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597003334	CATAPRES-TTS 3 PATCH
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597004601	VIRAMUNE 200 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597004600	VIRAMUNE 200 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597004661	VIRAMUNE 200 MG TABLET
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597004724	VIRAMUNE 50 MG/5 ML SUSP
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597006601	MEXITIL 150 MG CAPSULE
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597006701	MEXITIL 200 MG CAPSULE
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597006601	MEXITIL 250 MG CAPSULE
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597007017	ALUPENT 650 MCG INHALER COMP
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597008082	ATROVENT 0.02% SOLUTION
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597008130	ATROVENT 0.03% SPRAY
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597008214	ATROVENT INHALER
BOEHRINGER INGELHEIM PHARMACEUTICALS INC	00597008676	ATROVENT 0.06% SPRAY
BRISTOL MYERS SQUIBB CO	00015080241	CYTOSAN 600 MG VIAL
BRISTOL MYERS SQUIBB CO	00015050541	CYTOSAN 1 GM VIAL
BRISTOL MYERS SQUIBB CO	00015050641	CYTOSAN 2 GM VIAL
BRISTOL MYERS SQUIBB CO	00015111750	TEQUIN 200 MG TABLET
BRISTOL MYERS SQUIBB CO	00015111780	TEQUIN 200 MG TABLET
BRISTOL MYERS SQUIBB CO	00015117760	TEQUIN 400 MG TABLET
BRISTOL MYERS SQUIBB CO	00015117780	TEQUIN 400 MG TABLET
BRISTOL MYERS SQUIBB CO	00015301238	BICNU 100 MG VIAL
BRISTOL MYERS SQUIBB CO	00015301287	BICNU 100 MG VIAL
BRISTOL MYERS SQUIBB CO	00015303020	CEENU 10 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00015303120	CEENU 40 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00015303220	CEENU 100 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00015303410	CEENU DOSE PACK
BRISTOL MYERS SQUIBB CO	00015307519	VUMON 10 MG/ML AMPUL
BRISTOL MYERS SQUIBB CO	00015307597	VUMON 10 MG/ML AMPUL
BRISTOL MYERS SQUIBB CO	00015308060	LYSDREN 500 MG TABLET
BRISTOL MYERS SQUIBB CO	00015309145	VEPESID 50 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00015321330	PARAPLATIN 50 MG VIAL
BRISTOL MYERS SQUIBB CO	00015321430	PARAPLATIN 150 MG VIAL
BRISTOL MYERS SQUIBB CO	00015321530	PARAPLATIN 450 MG VIAL
BRISTOL MYERS SQUIBB CO	00015340420	ETOPOPHOS 100 MG VIAL
BRISTOL MYERS SQUIBB CO	00055016670	COLUMADIN 4 MG TABLET
BRISTOL MYERS SQUIBB CO	00055016875	COLUMADIN 4 MG TABLET
BRISTOL MYERS SQUIBB CO	00055018890	COLUMADIN 4 MG TABLET
BRISTOL MYERS SQUIBB CO	00055016970	COLUMADIN 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00055015975	COLUMADIN 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00055015990	COLUMADIN 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00055017070	COLUMADIN 2 MG TABLET
BRISTOL MYERS SQUIBB CO	00055017075	COLUMADIN 2 MG TABLET
BRISTOL MYERS SQUIBB CO	00055017090	COLUMADIN 2 MG TABLET
BRISTOL MYERS SQUIBB CO	00055017270	COLUMADIN 5 MG TABLET
BRISTOL MYERS SQUIBB CO	00055017275	COLUMADIN 5 MG TABLET
BRISTOL MYERS SQUIBB CO	00055017290	COLUMADIN 5 MG TABLET
BRISTOL MYERS SQUIBB CO	00055017370	COLUMADIN 7.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00055017375	COLUMADIN 7.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00055017470	COLUMADIN 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00055017475	COLUMADIN 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00055017670	COLUMADIN 2.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00055017675	COLUMADIN 2.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00055017680	COLUMADIN 2.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00055016870	COLUMADIN 3 MG TABLET
BRISTOL MYERS SQUIBB CO	00055016875	COLUMADIN 3 MG TABLET
BRISTOL MYERS SQUIBB CO	00055018890	COLUMADIN 3 MG TABLET
BRISTOL MYERS SQUIBB CO	00055018970	COLUMADIN 6 MG TABLET
BRISTOL MYERS SQUIBB CO	00055018975	COLUMADIN 6 MG TABLET
BRISTOL MYERS SQUIBB CO	00055018990	COLUMADIN 6 MG TABLET
BRISTOL MYERS SQUIBB CO	00055047030	SUSTIVA 50 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00055047330	SUSTIVA 100 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00055047482	SUSTIVA 200 MG CAPSULE
BRISTOL MYERS SQUIBB CO	00087003147	SERZONE 50 MG TABLET
BRISTOL MYERS SQUIBB CO	00087003231	SERZONE 100 MG TABLET
BRISTOL MYERS SQUIBB CO	00087003331	SERZONE 200 MG TABLET
BRISTOL MYERS SQUIBB CO	00087003931	SERZONE 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087004131	SERZONE 250 MG TABLET
BRISTOL MYERS SQUIBB CO	00087015848	MONOPRIL 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00087015885	MONOPRIL 10 MG TABLET
BRISTOL MYERS SQUIBB CO	00087046841	POLY-VI-FLOR 0.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087047402	POLY-VI-FLOR 1 MG TABLET
BRISTOL MYERS SQUIBB CO	00087048741	POLY-VI-FLOR 0.25 MG TAB CHW
BRISTOL MYERS SQUIBB CO	00087048841	POLY-VI-FLOR/IRON 0.25 MG TB
BRISTOL MYERS SQUIBB CO	00087060201	CYTOSAN 500MG VIAL
BRISTOL MYERS SQUIBB CO	00087060942	MONOPRIL 20 MG TABLET
BRISTOL MYERS SQUIBB CO	00087060945	MONOPRIL 20 MG TABLET
BRISTOL MYERS SQUIBB CO	00087060985	MONOPRIL 20 MG TABLET
BRISTOL MYERS SQUIBB CO	00087020213	MONOPRIL 40 MG TABLET
BRISTOL MYERS SQUIBB CO	00087049201	MONOPRIL HCT 10/12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087049301	MONOPRIL HCT 20/12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087077131	AVAPRO 75 MG TABLET
BRISTOL MYERS SQUIBB CO	00087077132	AVAPRO 75 MG TABLET
BRISTOL MYERS SQUIBB CO	00087077215	AVAPRO 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087077231	AVAPRO 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087077232	AVAPRO 150 MG TABLET
BRISTOL MYERS SQUIBB CO	00087077235	AVAPRO 150 MG TABLET

Privileged and Confidential Information

In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC

FIRM	NDC	DRUG NAME AND DESCRIPTION
BRISTOL MYERS SQUIBB CO	00087277315	AVAPRO 300 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277331	AVAPRO 300 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277332	AVAPRO 300 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277531	AVALIDE 150-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277532	AVALIDE 150-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277531	AVALIDE 300-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277532	AVALIDE 300-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087277532	AVALIDE 300-12.5 MG TABLET
BRISTOL MYERS SQUIBB CO	00087369041	STADOL HS 10 MG/ML SPRAY
BRISTOL MYERS SQUIBB CO	00087607211	GLUCOVANCE 1.25/250 MG TAB
BRISTOL MYERS SQUIBB CO	00087607311	GLUCOVANCE 2.5/500 MG TAB
BRISTOL MYERS SQUIBB CO	00087607411	GLUCOVANCE 5/500 MG TAB
BRISTOL MYERS SQUIBB CO	00087657117	VIDEX EC 125 MG CAP SA
BRISTOL MYERS SQUIBB CO	00087657217	VIDEX EC 200 MG CAP SA
BRISTOL MYERS SQUIBB CO	00087657317	VIDEX EC 250 MG CAP SA
BRISTOL MYERS SQUIBB CO	00087657417	VIDEX EC 400 MG CAP SA
BRISTOL MYERS SQUIBB CO	00087771840	CEFZIL 125 MG/5 ML SUSPENSION
BRISTOL MYERS SQUIBB CO	00087771852	CEFZIL 125 MG/5 ML SUSPENSION
BRISTOL MYERS SQUIBB CO	00087771854	CEFZIL 125 MG/5 ML SUSPENSION
BRISTOL MYERS SQUIBB CO	00087771940	CEFZIL 250 MG/5 ML SUSPENSION
BRISTOL MYERS SQUIBB CO	00087771952	CEFZIL 250 MG/5 ML SUSPENSION
BRISTOL MYERS SQUIBB CO	00087771954	CEFZIL 250 MG/5 ML SUSPENSION
BRISTOL MYERS SQUIBB CO	00087772050	CEFZIL 250 MG TABLET
BRISTOL MYERS SQUIBB CO	00087772150	CEFZIL 500 MG TABLET
BRISTOL MYERS SQUIBB CO	00087772150	CEFZIL 500 MG TABLET
BRISTOL MYERS SQUIBB CO	83658117101	PLAVIX 75 MG TABLET
BRISTOL MYERS SQUIBB CO	83658117103	PLAVIX 75 MG TABLET
BRISTOL MYERS SQUIBB CO	83658117105	PLAVIX 75 MG TABLET
BRISTOL MYERS SQUIBB CO	83658117108	PLAVIX 75 MG TABLET
DEY LP	49500050001	EPIPEN 0.3 MG AUTO-INJECTOR
DEY LP	49500050002	EPIPEN 0.3 MG AUTO-INJECTOR
DEY LP	49500050101	EPIPEN JR 0.15 MG AUTO-INJECT
DEY LP	49500050102	EPIPEN JR 0.15 MG AUTO-INJECT
DISTA PRODUCTS CO DIV ELI LILLY AND CO	0077310402	PROZAC 10 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	0077310501	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	0077310502	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	0077310507	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	0077310530	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	0077310533	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	0077310581	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	0077310582	PROZAC 20 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	0077310730	PROZAC 40 MG PULVULE
DISTA PRODUCTS CO DIV ELI LILLY AND CO	0077512058	PROZAC 20 MG/5 ML SOLUTION
ELI LILLY AND CO	00002140701	QUINIDINE GLUC 80 MG/ML VIAL
ELI LILLY AND CO	00002300475	PROZAC WEEKLY 90 MG CAPSULE
ELI LILLY AND CO	00002312542	VANCOCIN HCL 125 MG PULVULE
ELI LILLY AND CO	00002312542	VANCOCIN HCL 250 MG PULVULE
ELI LILLY AND CO	00002400602	PROZAC 10 MG TABLET
ELI LILLY AND CO	00002400630	PROZAC 10 MG TABLET
ELI LILLY AND CO	00002411204	ZYPREXA 2.5 MG TABLET
ELI LILLY AND CO	00002411233	ZYPREXA 2.5 MG TABLET
ELI LILLY AND CO	00002411260	ZYPREXA 2.5 MG TABLET
ELI LILLY AND CO	00002411504	ZYPREXA 5 MG TABLET
ELI LILLY AND CO	00002411533	ZYPREXA 5 MG TABLET
ELI LILLY AND CO	00002411568	ZYPREXA 5 MG TABLET
ELI LILLY AND CO	00002411633	ZYPREXA 7.5 MG TABLET
ELI LILLY AND CO	00002411660	ZYPREXA 7.5 MG TABLET
ELI LILLY AND CO	00002411704	ZYPREXA 10 MG TABLET
ELI LILLY AND CO	00002411733	ZYPREXA 10 MG TABLET
ELI LILLY AND CO	00002411760	ZYPREXA 10 MG TABLET
ELI LILLY AND CO	000024118502	EVISTA 60 MG TABLET
ELI LILLY AND CO	000024118507	EVISTA 60 MG TABLET
ELI LILLY AND CO	000024118530	EVISTA 60 MG TABLET
ELI LILLY AND CO	00002411804	ZYPREXA 15 MG TABLET
ELI LILLY AND CO	00002411833	ZYPREXA 15 MG TABLET
ELI LILLY AND CO	00002411860	ZYPREXA 15 MG TABLET
ELI LILLY AND CO	00002420004	ZYPREXA 20 MG TABLET
ELI LILLY AND CO	00002420033	ZYPREXA 20 MG TABLET
ELI LILLY AND CO	00002420060	ZYPREXA 20 MG TABLET
ELI LILLY AND CO	00002445301	ZYPREXA ZYDIS 5 MG TABLET
ELI LILLY AND CO	00002445385	ZYPREXA ZYDIS 5 MG TABLET
ELI LILLY AND CO	00002445401	ZYPREXA ZYDIS 10 MG TABLET
ELI LILLY AND CO	00002445483	ZYPREXA ZYDIS 10 MG TABLET
ELI LILLY AND CO	00002445501	ZYPREXA ZYDIS 15 MG TAB
ELI LILLY AND CO	00002445595	ZYPREXA ZYDIS 15 MG TAB
ELI LILLY AND CO	00002445601	ZYPREXA ZYDIS 20 MG TABLET
ELI LILLY AND CO	00002445685	ZYPREXA ZYDIS 20 MG TAB
ELI LILLY AND CO	00002114001	REOPRO 2 MG/ML VIAL
ELI LILLY AND CO	00002133501	HUMATROPE 5 MG VIAL
ELI LILLY AND CO	00002133510	HUMATROPE 5 MG VIAL
ELI LILLY AND CO	00002151001	HUMALOG 100 UNITS/ML VIAL
ELI LILLY AND CO	00002151101	HUMALOG MIX 75/25 VIAL
ELI LILLY AND CO	00002151501	HUMALOG 100 UNITS/ML CARTRIDGE
ELI LILLY AND CO	00002151559	HUMALOG 100 UNITS/ML CARTRIDGE
ELI LILLY AND CO	00002151569	HUMALOG 100 UNITS/ML CARTRIDGE
ELI LILLY AND CO	00002155901	XIGRIS 5 MG VIAL
ELI LILLY AND CO	000021559101	XIGRIS 20 MG VIAL

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
ELI LILLY AND CO	00002803101	GLUCAGON 1 MG EMERGENCY KIT
ELI LILLY AND CO	00002808801	HUMATROPE 6 MG CARTRIDGE
ELI LILLY AND CO	00002809001	HUMATROPE 12 MG CARTRIDGE
ELI LILLY AND CO	00002809101	HUMATROPE 24 MG CARTRIDGE
ELI LILLY AND CO	00002850101	HUMULIN R 500 UNITS/ML VIAL
ELI LILLY AND CO	00430043514	SARAFEM 10 MG PULVULE
ELI LILLY AND CO	00430043614	SARAFEM 20 MG PULVULE
FERNDAL LABORATORIES INC	00490071603	PRAMOSONE 1% CREAM
FERNDAL LABORATORIES INC	00490071604	PRAMOSONE 1% CREAM
FERNDAL LABORATORIES INC	00490071703	PRAMOSONE 2.5% CREAM
FERNDAL LABORATORIES INC	00490071704	PRAMOSONE 2.5% CREAM
FERNDAL LABORATORIES INC	00490072604	PRAMOSONE 2.5% LOTION
FERNDAL LABORATORIES INC	00490072808	PRAMOSONE 2.5% LOTION
FERNDAL LABORATORIES INC	00490072903	PRAMOSONE 1% LOTION
FERNDAL LABORATORIES INC	00490072904	PRAMOSONE 1% LOTION
FERNDAL LABORATORIES INC	00490072906	PRAMOSONE 1% LOTION
FERNDAL LABORATORIES INC	00490078304	PRAMOSONE 1% OINTMENT
FERNDAL LABORATORIES INC	00490077704	PRAMOSONE 2.5% OINTMENT
FERNDAL LABORATORIES INC	00490077804	ANALPRAM-HC 1% CREAM
FERNDAL LABORATORIES INC	00490080004	ANALPRAM-HC 2.5% CREAM
FERNDAL LABORATORIES INC	00490082804	ANALPRAM-HC 2.5% LOTION
FERNDAL LABORATORIES INC	00490085745	CLINAC BPO 7% GEL
FIRST HORIZON PHARMACEUTICAL CORP	00310089139	SULAR 10 MG TABLET SA
FIRST HORIZON PHARMACEUTICAL CORP	00310089239	SULAR 20 MG TABLET SA
FIRST HORIZON PHARMACEUTICAL CORP	00310089339	SULAR 30 MG TABLET SA
FIRST HORIZON PHARMACEUTICAL CORP	59630042080	PRENATE ADVANCE TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59630044010	SULAR 10 MG TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59630044110	SULAR 20 MG TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59630044210	SULAR 30 MG TABLET
FIRST HORIZON PHARMACEUTICAL CORP	59630044310	SULAR 40 MG TABLET
FOREST PHARMACEUTICALS INC	00456004001	THYROLAR-1/4 STRENGTH TAB
FOREST PHARMACEUTICALS INC	00456004501	THYROLAR-1/2 STRENGTH TAB
FOREST PHARMACEUTICALS INC	00456005001	THYROLAR-1 STRENGTH TABLET
FOREST PHARMACEUTICALS INC	00456006501	THYROLAR-2 STRENGTH TABLET
FOREST PHARMACEUTICALS INC	00456008001	THYROLAR-3 STRENGTH TABLET
FOREST PHARMACEUTICALS INC	00456045701	ARMOUR THYROID 15 MG TABLET
FOREST PHARMACEUTICALS INC	00456045800	ARMOUR THYROID 30 MG TABLET
FOREST PHARMACEUTICALS INC	00456045801	ARMOUR THYROID 30 MG TABLET
FOREST PHARMACEUTICALS INC	00456045863	ARMOUR THYROID 30 MG TABLET
FOREST PHARMACEUTICALS INC	00456045900	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456045901	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456045951	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456045983	ARMOUR THYROID 60 MG TABLET
FOREST PHARMACEUTICALS INC	00456046001	ARMOUR THYROID 90 MG TABLET
FOREST PHARMACEUTICALS INC	00456046100	ARMOUR THYROID 120 MG TABLET
FOREST PHARMACEUTICALS INC	00456046101	ARMOUR THYROID 120 MG TABLET
FOREST PHARMACEUTICALS INC	00456046183	ARMOUR THYROID 120 MG TABLET
FOREST PHARMACEUTICALS INC	00456046200	ARMOUR THYROID 180 MG TABLET
FOREST PHARMACEUTICALS INC	00456046201	ARMOUR THYROID 180 MG TABLET
FOREST PHARMACEUTICALS INC	00456046301	ARMOUR THYROID 240 MG TABLET
FOREST PHARMACEUTICALS INC	00456046401	ARMOUR THYROID 300 MG TABLET
FOREST PHARMACEUTICALS INC	00456052101	FLUMADINE 100 MG TABLET
FOREST PHARMACEUTICALS INC	00456052708	FLUMADINE 50 MG/5 ML SYRUP
FOREST PHARMACEUTICALS INC	00456080101	BANCAP HC CAPSULE
FOREST PHARMACEUTICALS INC	00456063001	ESGIC TABLET
FOREST PHARMACEUTICALS INC	00456064508	ELIXOPHYLLIN-KI ELIXIR
FOREST PHARMACEUTICALS INC	00456064808	ELIXOPHYLLIN GG 100/100 LIQ
FOREST PHARMACEUTICALS INC	00456064816	ELIXOPHYLLIN GG 100/100 LIQ
FOREST PHARMACEUTICALS INC	00456067099	AEROBID-M AEROSOL W/ADAPTER
FOREST PHARMACEUTICALS INC	00456067299	AEROBID AEROSOL W/ADAPTER
FOREST PHARMACEUTICALS INC	00456067801	ESGIC-PLUS TABLET
FOREST PHARMACEUTICALS INC	00456068801	TESSALON PERLE 100 MG CAP
FOREST PHARMACEUTICALS INC	00456068802	TESSALON PERLE 100 MG CAP
FOREST PHARMACEUTICALS INC	00456069801	TESSALON 200 MG CAPSULE
FOREST PHARMACEUTICALS INC	00456010001	CELEXA 10 MG TABLET
FOREST PHARMACEUTICALS INC	00456012001	CELEXA 20 MG TABLET
FOREST PHARMACEUTICALS INC	00456012083	CELEXA 20 MG TABLET
FOREST PHARMACEUTICALS INC	00456014001	CELEXA 40 MG TABLET
FOREST PHARMACEUTICALS INC	00456014083	CELEXA 40 MG TABLET
FOREST PHARMACEUTICALS INC	00456012363	CERVICAL 10 MG VAGINAL INSERT
FOREST PHARMACEUTICALS INC	00456013008	CELEXA 10 MG/5 ML SOLUTION
FOREST PHARMACEUTICALS INC	00456010008	MONUROL 3 GM SACHET
FOREST PHARMACEUTICALS INC	00530001101	ESGIC TABLET
FOREST PHARMACEUTICALS INC	00785112001	LORCET-HD CAPSULE
FOREST PHARMACEUTICALS INC	00785112201	LORCET PLUS TABLET
FOREST PHARMACEUTICALS INC	00785112260	LORCET PLUS TABLET
FOREST PHARMACEUTICALS INC	00785112283	LORCET PLUS TABLET
FOREST PHARMACEUTICALS INC	00785615001	LORCET 10/500 TABLET
FOREST PHARMACEUTICALS INC	00785615050	LORCET 10/500 TABLET
FOREST PHARMACEUTICALS INC	00785615063	LORCET 10/500 TABLET
GENENTECH INC	50242011502	PROTROPIN 5 MG VIAL
GENENTECH INC	50242011664	PROTROPIN 5 MG VIAL
GENENTECH INC	50242011620	PROTROPIN 10 MG VIAL
GENENTECH INC	50242011686	PROTROPIN 10 MG VIAL
GENENTECH INC	50242011620	MUTROPIN 10 MG VIAL
GENENTECH INC	50242011966	MUTROPIN 5 MG VIAL

Privileged and Confidential Information

In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC

FIRM	NDC	DRUG NAME AND DESCRIPTION
GENENTECH INC	50242002067	NUTROPIN 10 MG VIAL
GENENTECH INC	50242002219	NUTROPIN AQ 5 MG/ML VIAL
GENENTECH INC	50242002308	NUTROPIN AQ 5 MG/ML VIAL
GENENTECH INC	50242002808	NUTROPIN AQ 5 MG/ML VIAL
GENENTECH INC	50242002849	PROTOPIN 5 MG VIAL
GENENTECH INC	50242003060	PROTOPIN 10 MG VIAL
GENENTECH INC	50242003235	NUTROPIN DEPOT 13.5 MG KIT
GENENTECH INC	50242003249	NUTROPIN 5 MG VIAL
GENENTECH INC	50242003441	NUTROPIN DEPOT 15 MG KIT
GENENTECH INC	50242003450	NUTROPIN 10 MG VIAL
GENENTECH INC	50242003654	NUTROPIN DEPOT 22.5 MG KIT
GENENTECH INC	50242007202	NUTROPIN 5 MG VIAL
GENENTECH INC	50242010039	PULMOZYME 1 MG/ML AMPUL
GENENTECH INC	50242010040	PULMOZYME 1 MG/ML AMPUL
GENENTECH INC	50242011411	NUTROPIN AQ 5 MG/ML VIAL
GENENTECH INC	01988040101	VIREAD 300 MG TABLET
GENENTECH INC	01988050101	HEPSERA 10 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173010793	RETROVIR IV INFUSION VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173010856	RETROVIR 100 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173010858	RETROVIR 100 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173011318	RETROVIR 10 MG/ML SYRUP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173013655	WELLBUTRIN SR 150 MG TAB SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173017755	WELLBUTRIN 75 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173017855	WELLBUTRIN 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173020155	DARAPRIM 25 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173023044	DIGIBIND 36 MG VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024255	LANOXIN 125 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024258	LANOXIN 125 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024276	LANOXIN 125 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024955	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024886	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024875	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173024980	LANOXIN 250 MCG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173026427	LANOXIN 50 MCG/ML ELIXIR
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173032188	VENTOLIN 80 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173032198	VENTOLIN 80 MCG INH REFILL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173033602	BECONASE 42 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034412	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034414	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034417	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034442	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034447	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173034447	ZANTAC 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038354	ZANTAC 15 MG/ML SYRUP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038700	CEFTIN 250 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038701	CEFTIN 250 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038742	CEFTIN 250 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173038879	BECONASE AQ 0.042% SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039306	ZANTAC 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039340	ZANTAC 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039347	ZANTAC 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039400	CEFTIN 500 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039401	CEFTIN 500 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039442	CEFTIN 500 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173039501	CEFTIN 125 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173040600	CEFTIN 125 MG/5 ML ORAL SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173042702	ZANTAC 150 MG EFFERDOSE TAB
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044200	ZOFRAN 2 MG/ML VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044800	ZOFRAN 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044802	ZOFRAN 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044804	ZOFRAN 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044700	ZOFRAN 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044702	ZOFRAN 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044704	ZOFRAN 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044901	IMITREX 6 MG/0.5 ML KIT REFILL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173044902	IMITREX 6 MG/0.5 ML VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173045003	IMITREX 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173045301	FLOVANT 0.05% NASAL SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173045900	IMITREX 50 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046002	IMITREX 25 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046100	ZOFRAN 32 MG/50 ML BAG
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046400	SEREVENT 21 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046500	SEREVENT 21 MCG INH REFILL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046700	SEREVENT 21 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173046800	BECONASE 42 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173047001	EPIVIR 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173047100	EPIVIR 10 MG/ML ORAL SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173047800	IMITREX 6 MG/0.5 ML KIT REFILL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173047900	IMITREX 6 MG/0.5 ML SYRUP KIT
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173048000	ZOFRAN 4 MG/5 ML ORAL SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049100	FLOVANT 44 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049400	FLOVANT 110 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049500	FLOVANT 220 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049700	FLOVANT 44 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049800	FLOVANT 110 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173049900	FLOVANT 220 MCG INHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173050100	RETROVIR 300 MG TABLET

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173050400	FLOVENT 200 MCG ROTADISK
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173050900	FLOVENT 100 MCG ROTADISK
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173051100	FLOVENT 50 MCG ROTADISK
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173051700	FLOLAN 0.5 MG VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173051800	DIJUNT FOR FLOLAN VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052000	SEREVENT DISKUS 50 MCG
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052100	SEREVENT DISKUS 80 MCG
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052300	IMTREX 20 MG NASAL SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052400	IMTREX 5 MG NASAL SPRAY
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052600	LAMICTAL 5 MG DISPER TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173052700	LAMICTAL 25 MG DISPER TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173054700	MEPRON 750 MG/5 ML SUSPENSION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173055400	CEFTIN 250 MG/5 ML ORAL SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173055500	CEFTIN 250 MG/5 ML ORAL SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173055601	ZYBAN 150 MG TABLET SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173055602	ZYBAN 150 MG TABLET SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730556100	AMERGE 1 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173056200	AMERGE 2.5 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173056502	VALTREX 1 GM CAPLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173056900	ZOFRAN ODT 4 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730567000	ZOFRAN ODT 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173057004	ZOFRAN ODT 8 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173059500	COMBIVIR TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173059502	COMBIVIR TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173059302	LAMICTAL 25 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173059303	LEUKERAN 2 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173054255	LAMICTAL 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173054360	LAMICTAL 150 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173054460	LAMICTAL 200 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173055601	NAVELBINE 10 MG/ML VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173055644	NAVELBINE 10 MG/ML VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173056700	ZIAGEN 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730568101	ZIAGEN 300 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730568200	EPIVIR HBV 100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730568300	EPIVIR HBV 25 MG/5 ML SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730568400	ZIAGEN 20 MG/ML SOLUTION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730568518	MEPRON 750 MG/5 ML SUSPENSION
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173057200	AGENERASE 150 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173057501	MALARONE 250-100 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173057601	MALARONE 62.5-25 MG PED TAB
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173057900	AGENERASE 50 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058000	ZOFRAN 24 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058101	RELENZA 6 MG DISKHALER
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058700	AGENERASE 15 MG/ML ORAL SOLN
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730589100	TRIZIVIR TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730589500	ADVAIR 100/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730589502	ADVAIR 100/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173059600	ADVAIR 250/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173059602	ADVAIR 250/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058700	ADVAIR 500/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173059702	ADVAIR 500/50 DISKUS
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173071325	MYLERAN 2 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058025	THIOGUANINE TABLET 40 MG TB
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	00173058303	VALTREX 500 MG CAPLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730593368	VALTREX 500 MG CAPLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730594555	ZOVIRAX 800 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730594755	WELLBUTRIN SR 100 MG TAB SA
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730594955	ZOVIRAX 400 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730595201	ZOVIRAX 1,000 MG VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730595395	ZOVIRAX 200 MG/5 ML SUSP
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730599155	ZOVIRAX 200 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730599156	ZOVIRAX 200 MG CAPSULE
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	001730599501	ZOVIRAX 500 MG VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	57844052207	PURINETHOL 50 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	57844052252	PURINETHOL 50 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	59572050101	ALKERAN 50 MG VIAL
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	59572050250	ALKERAN 2 MG TABLET
GLAXO WELLCOME DIVISION SMITHKLINE BEECHAM CORP	63717057604	DIYAN-D SUSPENSION
HOECHST ROUSSEL PHARMACEUTICALS DIV	00039050005	DIABETA 1.25MG TABLET
HOFFMANN LA ROCHE INC	00004052828	NAPROSYN 125 MG/5 ML SUSPEN
HOFFMANN LA ROCHE INC	00004053822	VALCYTE 450 MG TABLET
HOFFMANN LA ROCHE INC	00004058801	KLONOPIN 1 MG TABLET
HOFFMANN LA ROCHE INC	00004058801	KLONOPIN 0.5 MG TABLET
HOFFMANN LA ROCHE INC	00004059801	KLONOPIN 2 MG TABLET
HOFFMANN LA ROCHE INC	00004072101	BUMEX 1 MG TABLET
HOFFMANN LA ROCHE INC	00004072111	BUMEX 1 MG TABLET
HOFFMANN LA ROCHE INC	00004072114	BUMEX 1 MG TABLET
HOFFMANN LA ROCHE INC	00004072501	BUMEX 0.5 MG TABLET
HOFFMANN LA ROCHE INC	00004072511	BUMEX 0.5 MG TABLET
HOFFMANN LA ROCHE INC	00004074301	ROCALTROL 0.25 MCG CAPSULE
HOFFMANN LA ROCHE INC	00004074323	ROCALTROL 0.25 MCG CAPSULE
HOFFMANN LA ROCHE INC	00004074401	ROCALTROL 0.5 MCG CAPSULE
HOFFMANN LA ROCHE INC	00004076103	FANSIDAR 500/25 TABLET
HOFFMANN LA ROCHE INC	00004076201	BUMEX 2 MG TABLET
HOFFMANN LA ROCHE INC	00004076211	BUMEX 2 MG TABLET
HOFFMANN LA ROCHE INC	00004076851	VERSED 10 MG/5 ML SYRUP

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
HOFFMANN LA ROCHE INC	00004017202	LARIAM 250 MG TABLET
HOFFMANN LA ROCHE INC	00004018022	CARDENE SR 30 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018081	CARDENE SR 30 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018122	CARDENE SR 45 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018191	CARDENE SR 45 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018222	CARDENE SR 60 MG CAPSULE SA
HOFFMANN LA ROCHE INC	00004018301	CARDENE 30 MG CAPSULE
HOFFMANN LA ROCHE INC	00004018401	CARDENE 30 MG CAPSULE
HOFFMANN LA ROCHE INC	00004022001	HIVID 0.375 MG TABLET
HOFFMANN LA ROCHE INC	00004022101	HIVID 0.750 MG TABLET
HOFFMANN LA ROCHE INC	00004023909	KYTRIL 1 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004024009	KYTRIL 1 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004024616	DMIRASE 200 MG CAPSULE
HOFFMANN LA ROCHE INC	00004024649	FORTOQVASE 200 MG SOFTGEL CAP
HOFFMANN LA ROCHE INC	00004025001	VESANOID 10 MG CAPSULE
HOFFMANN LA ROCHE INC	00004025652	XENICAL 120 MG CAPSULE
HOFFMANN LA ROCHE INC	00004025901	CELLCEPT 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00004025905	CELLCEPT 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00004025943	CELLCEPT 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00004026001	CELLCEPT 500 MG TABLET
HOFFMANN LA ROCHE INC	00004026043	CELLCEPT 500 MG TABLET
HOFFMANN LA ROCHE INC	00004026129	CELLCEPT 200 MG/ML ORAL SUSP
HOFFMANN LA ROCHE INC	00004026201	DEMADEX 5 MG TABLET
HOFFMANN LA ROCHE INC	00004026249	DEMADEX 5 MG TABLET
HOFFMANN LA ROCHE INC	00004026301	DEMADEX 10 MG TABLET
HOFFMANN LA ROCHE INC	00004026349	DEMADEX 10 MG TABLET
HOFFMANN LA ROCHE INC	00004026401	DEMADEX 20 MG TABLET
HOFFMANN LA ROCHE INC	00004026449	DEMADEX 20 MG TABLET
HOFFMANN LA ROCHE INC	00004026501	DEMADEX 100 MG TABLET
HOFFMANN LA ROCHE INC	00004026549	DEMADEX 100 MG TABLET
HOFFMANN LA ROCHE INC	00004026708	DEMADEX 10 MG/ML AMPUL
HOFFMANN LA ROCHE INC	00004026908	DEMADEX 10 MG/ML AMPUL
HOFFMANN LA ROCHE INC	00004026948	CYTOVENE 250 MG CAPSULE
HOFFMANN LA ROCHE INC	00004027301	TORADOL 10 MG TABLET
HOFFMANN LA ROCHE INC	00004027848	CYTOVENE 500 MG CAPSULE
HOFFMANN LA ROCHE INC	00004028857	SQRIATANE 10 MG CAPSULE
HOFFMANN LA ROCHE INC	00004028808	CELLCEPT 500 MG VIAL
HOFFMANN LA ROCHE INC	00004050109	ZENAPAX 5 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004080085	TAMIFLU 75 MG GELCAP
HOFFMANN LA ROCHE INC	00004081085	TAMIFLU ORAL SUSPENSION
HOFFMANN LA ROCHE INC	00004100328	GANTHRISIN PED 600 MG/5 ML SUS
HOFFMANN LA ROCHE INC	00004110051	XELODA 150 MG TABLET
HOFFMANN LA ROCHE INC	00004110116	XELODA 600 MG TABLET
HOFFMANN LA ROCHE INC	00004194601	VERSED 5 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004198201	ROCEPHIN 250 MG VIAL
HOFFMANN LA ROCHE INC	00004198202	ROCEPHIN 250 MG VIAL
HOFFMANN LA ROCHE INC	00004198301	ROCEPHIN 500 MG VIAL
HOFFMANN LA ROCHE INC	00004198302	ROCEPHIN 500 MG VIAL
HOFFMANN LA ROCHE INC	00004196401	ROCEPHIN 1 GM VIAL
HOFFMANN LA ROCHE INC	00004196402	ROCEPHIN 1 GM PIGGYBACK
HOFFMANN LA ROCHE INC	00004196404	ROCEPHIN 1 GM VIAL
HOFFMANN LA ROCHE INC	00004196405	ROCEPHIN ADD-VANTAGE 1 GM VIAL
HOFFMANN LA ROCHE INC	00004196501	ROCEPHIN 2 GM VIAL
HOFFMANN LA ROCHE INC	00004196502	ROCEPHIN 2 GM PIGGYBACK
HOFFMANN LA ROCHE INC	00004196505	ROCEPHIN ADD-VANTAGE 2 GM VIAL
HOFFMANN LA ROCHE INC	00004187101	ROCEPHIN 10 GM VIAL
HOFFMANN LA ROCHE INC	00004187301	VERSED 5 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004197401	VERSED 5 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004197501	VERSED 5 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004199806	VERSED 1 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004199901	VERSED 1 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004100006	VERSED 1 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004101109	ROFERON-A 6MM UNITS/ML VIAL
HOFFMANN LA ROCHE INC	00004101209	ROFERON-A 36MM UNITS/ML VIAL
HOFFMANN LA ROCHE INC	00004101507	ROFERON-A 3MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	00004101509	ROFERON-A 3MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	00004101607	ROFERON-A 6MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	00004101609	ROFERON-A 6MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	00004101707	ROFERON-A 6MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	00004101709	ROFERON-A 6MM UNITS/0.5ML KIT
HOFFMANN LA ROCHE INC	00004182001	TASMAR 100 MG TABLET
HOFFMANN LA ROCHE INC	00004192101	TASMAR 200 MG TABLET
HOFFMANN LA ROCHE INC	00004182021	ANAPROX 275 MG TABLET
HOFFMANN LA ROCHE INC	00004181014	NAPROSYN 600 MG TABLET
HOFFMANN LA ROCHE INC	00004181114	NAPROSYN 375 MG TABLET
HOFFMANN LA ROCHE INC	00004181301	NAPROSYN 250 MG TABLET
HOFFMANN LA ROCHE INC	00004181501	EC-NAPROSYN 375 MG TABLET EC
HOFFMANN LA ROCHE INC	00004181601	EC-NAPROSYN 500 MG TABLET EC
HOFFMANN LA ROCHE INC	00004182506	TORADOL IV/IM 15 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004182606	TORADOL IV/IM 30 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004182709	TORADOL 30 MG/ML VIAL
HOFFMANN LA ROCHE INC	00004184003	CYTOVENE 500 MG VIAL
HOFFMANN LA ROCHE INC	00004181500	ROCALTROL 1 MG/ML ORAL SOLN
HOFFMANN LA ROCHE INC	00140000401	VALIUM 2 MG TABLET
HOFFMANN LA ROCHE INC	00140000801	VALIUM 5 MG TABLET
HOFFMANN LA ROCHE INC	00140000514	VALIUM 5 MG TABLET

Privileged and Confidential Information

Page 10

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
HOFFMANN LA ROCHE INC	00140000601	VALIUM 10 MG TABLET
HOFFMANN LA ROCHE INC	00140000614	VALIUM 10 MG TABLET
HOFFMANN LA ROCHE INC	63030009125	SORIATANE 26 MG CAPSULE
HOLLISTER STIER LABORATORIES LLC	65044994005	HONEY BEE VENOM PROTEIN VL
HOLLISTER STIER LABORATORIES LLC	65044994006	HONEY BEE VENOM PROTEIN VL
HOLLISTER STIER LABORATORIES LLC	65044994105	WHITE-FACED HORNET VENOM VL
HOLLISTER STIER LABORATORIES LLC	65044994106	WHITE-FACED HORNET VIAL
HOLLISTER STIER LABORATORIES LLC	65044994205	YELLOW-HORNET VENOM VIAL
HOLLISTER STIER LABORATORIES LLC	65044994305	WASP VENOM PROTEIN VIAL
HOLLISTER STIER LABORATORIES LLC	65044994308	WASP VENOM PROTEIN VIAL
HOLLISTER STIER LABORATORIES LLC	65044994405	YELLOW JACKET VENOM VIAL
HOLLISTER STIER LABORATORIES LLC	65044994408	YELLOW JACKET VENOM VIAL
HOLLISTER STIER LABORATORIES LLC	65044994505	MIXED VESPID VENOM VIAL
HOLLISTER STIER LABORATORIES LLC	65044994506	MIXED VESPID VENOM VIAL
HOLLISTER STIER LABORATORIES LLC	65044998705	PRE-PEN 0.25 MG AMPUL
HOSPIRA INC	50410018801	MAGNEVIST VIAL
HOSPIRA INC	50410018815	MAGNEVIST VIAL
JOHNSON & JOHNSON GROUP	00045006555	LEVAQUIN I.V. 25 MG/ML VIAL
JOHNSON & JOHNSON GROUP	00045006601	LEVAQUIN I.V. MINIBAG
JOHNSON & JOHNSON GROUP	00045006701	LEVAQUIN 250 MG/50 ML DSW
JOHNSON & JOHNSON GROUP	00045006801	LEVAQUIN 500 MG/100 ML DSW
JOHNSON & JOHNSON GROUP	00045006901	LEVAQUIN 25 MG/ML VIAL
JOHNSON & JOHNSON GROUP	00045025301	HALDOL DECANOATE 50 AMPUL
JOHNSON & JOHNSON GROUP	00045025305	HALDOL DECANOATE 50 AMPUL
JOHNSON & JOHNSON GROUP	00045025345	HALDOL DECANOATE 50 VIAL
JOHNSON & JOHNSON GROUP	00045025414	HALDOL DECANOATE 100 AMPUL
JOHNSON & JOHNSON GROUP	00045025446	HALDOL DECANOATE 100 VIAL
JOHNSON & JOHNSON GROUP	00045025501	HALDOL 5 MG/ML AMPUL
JOHNSON & JOHNSON GROUP	00045025549	HALDOL 5 MG/ML VIAL
JOHNSON & JOHNSON GROUP	00045032560	PARAFON FORTE DSC 500 MG CPT
JOHNSON & JOHNSON GROUP	00045034160	PANCREASE MT 4 CAPSULE EC
JOHNSON & JOHNSON GROUP	00045034260	PANCREASE MT 10 CAPSULE EC
JOHNSON & JOHNSON GROUP	00045034360	PANCREASE MT 18 CAPSULE EC
JOHNSON & JOHNSON GROUP	00045034860	PANCREASE MT 20 CAPSULE EC
JOHNSON & JOHNSON GROUP	00045041460	TOLECTIN DS 400 MG CAPSULE
JOHNSON & JOHNSON GROUP	00045041560	TOLECTIN 600 MG TABLET
JOHNSON & JOHNSON GROUP	00045050816	TYLENOL W/COCAINE ELIXIR
JOHNSON & JOHNSON GROUP	00045051360	TYLENOL W/COCAINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045051370	TYLENOL W/COCAINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045051372	TYLENOL W/COCAINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045051373	TYLENOL W/COCAINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045051380	TYLENOL W/COCAINE #3 TABLET
JOHNSON & JOHNSON GROUP	00045051360	TYLENOL W/COCAINE #4 TABLET
JOHNSON & JOHNSON GROUP	00045051570	TYLENOL W/COCAINE #4 TABLET
JOHNSON & JOHNSON GROUP	00045052660	TYLOX 5000 CAPSULE
JOHNSON & JOHNSON GROUP	00045052879	TYLOX 5000 CAPSULE
JOHNSON & JOHNSON GROUP	00045063995	TOPAMAX 25 MG TABLET
JOHNSON & JOHNSON GROUP	00045064165	TOPAMAX 100 MG TABLET
JOHNSON & JOHNSON GROUP	00045064265	TOPAMAX 200 MG TABLET
JOHNSON & JOHNSON GROUP	00045064565	TOPAMAX 25 MG SPRINKLE CAP
JOHNSON & JOHNSON GROUP	00045064785	TOPAMAX 15 MG SPRINKLE CAP
JOHNSON & JOHNSON GROUP	00045065010	ULTRACET TABLET
JOHNSON & JOHNSON GROUP	00045065060	ULTRACET TABLET
JOHNSON & JOHNSON GROUP	00045065910	ULTRAM 50 MG TABLET
JOHNSON & JOHNSON GROUP	00045065960	ULTRAM 50 MG TABLET
JOHNSON & JOHNSON GROUP	00045065970	ULTRAM 50 MG TABLET
JOHNSON & JOHNSON GROUP	00045068233	VASCOR 200 MG TABLET
JOHNSON & JOHNSON GROUP	00045068333	VASCOR 300 MG TABLET
JOHNSON & JOHNSON GROUP	00045081015	REGRANEX 0.01% GEL
JOHNSON & JOHNSON GROUP	00045162010	LEVAQUIN 250 MG TABLET
JOHNSON & JOHNSON GROUP	00045162050	LEVAQUIN 250 MG TABLET
JOHNSON & JOHNSON GROUP	00045162510	LEVAQUIN 500 MG TABLET
JOHNSON & JOHNSON GROUP	00045162550	LEVAQUIN 500 MG TABLET
JOHNSON & JOHNSON GROUP	00045163010	LEVAQUIN 750 MG TABLET
JOHNSON & JOHNSON GROUP	00045163050	LEVAQUIN 750 MG TABLET
JOHNSON & JOHNSON GROUP	00082007607	RETIN-A 0.05% LIQUID
JOHNSON & JOHNSON GROUP	00082016501	RETIN-A 0.025% CREAM
JOHNSON & JOHNSON GROUP	00082016502	RETIN-A 0.025% CREAM
JOHNSON & JOHNSON GROUP	00082017312	RETIN-A 0.05% CREAM
JOHNSON & JOHNSON GROUP	00082017513	RETIN-A 0.05% CREAM
JOHNSON & JOHNSON GROUP	00082018503	RENOVA 0.05% CREAM
JOHNSON & JOHNSON GROUP	00082018505	RENOVA 0.05% CREAM
JOHNSON & JOHNSON GROUP	00082018702	RENOVA 0.02% CREAM
JOHNSON & JOHNSON GROUP	00082018002	RETIN-A MICRO 0.1% GEL
JOHNSON & JOHNSON GROUP	00062018003	RETIN-A MICRO 0.1% GEL
JOHNSON & JOHNSON GROUP	00062020504	GRIFULVIN V 125 MG/5 ML SUSP
JOHNSON & JOHNSON GROUP	00062027601	RETIN-A 0.1% CREAM
JOHNSON & JOHNSON GROUP	00062027523	RETIN-A 0.1% CREAM
JOHNSON & JOHNSON GROUP	00082047542	RETIN-A 0.025% GEL
JOHNSON & JOHNSON GROUP	00082047645	RETIN-A 0.020% GEL
JOHNSON & JOHNSON GROUP	00082047644	RETIN-A 0.01% GEL
JOHNSON & JOHNSON GROUP	00082047546	RETIN-A 0.01% GEL
JOHNSON & JOHNSON GROUP	00082118201	ERYCETTE 2X PLEDGETS
JOHNSON & JOHNSON GROUP	00082133215	ORTHO-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00082133220	ORTHO-NOVUM 1/60-28 TABLET
JOHNSON & JOHNSON GROUP	00082154002	FLOXIN 200 MG TABLET

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
JOHNSON & JOHNSON GROUP	00062154102	FLOXIN 300 MG TABLET
JOHNSON & JOHNSON GROUP	00062154201	FLOXIN 400 MG TABLET
JOHNSON & JOHNSON GROUP	00062171415	MODICON 28 TABLET
JOHNSON & JOHNSON GROUP	00062176115	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	00062177115	ORTHO-NOVUM 10/11-28 TABLET
JOHNSON & JOHNSON GROUP	00062178115	ORTHO-NOVUM 7/7/7-28 TABLET
JOHNSON & JOHNSON GROUP	00062178120	ORTHO-NOVUM 7/7/7-28 TABLET
JOHNSON & JOHNSON GROUP	00062178122	ORTHO-NOVUM 7/7/7-28 TABLET
JOHNSON & JOHNSON GROUP	00062178815	ORTHO-CEPT 28 DAY TABLET
JOHNSON & JOHNSON GROUP	00062180115	ORTHO-CYCLEN 28 TABLET
JOHNSON & JOHNSON GROUP	00062180315	ORTHO TRI-CYCLEN 28 TABLET
JOHNSON & JOHNSON GROUP	00062535601	TERAZOL 7 CREAM
JOHNSON & JOHNSON GROUP	00062535101	TERAZOL 3.80 MG SUPPOSITORY
JOHNSON & JOHNSON GROUP	00062535601	TERAZOL 3 CREAM
JOHNSON & JOHNSON GROUP	00062543401	MONISTAT-DERM 2% CREAM
JOHNSON & JOHNSON GROUP	00062543402	MONISTAT-DERM 2% CREAM
JOHNSON & JOHNSON GROUP	00062543403	MONISTAT-DERM 2% CREAM
JOHNSON & JOHNSON GROUP	00062543701	MONISTAT 3 200 MG VAG SUPP
JOHNSON & JOHNSON GROUP	00062545001	SPECTAZOLE 1% CREAM
JOHNSON & JOHNSON GROUP	00062546002	SPECTAZOLE 1% CREAM
JOHNSON & JOHNSON GROUP	00062546003	SPECTAZOLE 1% CREAM
JOHNSON & JOHNSON GROUP	00107133207	ORTHO-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00107133227	ORTHO-NOVUM 1/50-28 TABLET
JOHNSON & JOHNSON GROUP	00107171427	MODICON 28 TABLET
JOHNSON & JOHNSON GROUP	00107176104	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	00107176107	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	00107176127	ORTHO-NOVUM 1/35-28 TABLET
JOHNSON & JOHNSON GROUP	17314263803	TESTODERM 6 MG/24HR PATCH
JOHNSON & JOHNSON GROUP	17314480803	TESTODERM 4 MG/24HR PATCH
JOHNSON & JOHNSON GROUP	17314480903	TESTODERM 6 MG/24HR PATCH
JOHNSON & JOHNSON GROUP	17314820001	DITROPAN 5 MG TABLET
JOHNSON & JOHNSON GROUP	17314820002	DITROPAN 5 MG TABLET
JOHNSON & JOHNSON GROUP	17314820003	DITROPAN 5 MG TABLET
JOHNSON & JOHNSON GROUP	17314820104	DITROPAN 5 MG/5 ML SYRUP
JOHNSON & JOHNSON GROUP	17314822001	URISPAS 100 MG TABLET
JOHNSON & JOHNSON GROUP	17314830001	ELMIRON 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	17314832001	POLYCITRAK CRYSTALS PACKET
JOHNSON & JOHNSON GROUP	17314832101	POLYCITRAK SOLUTION
JOHNSON & JOHNSON GROUP	17314832201	POLYCITRA SYRUP
JOHNSON & JOHNSON GROUP	17314832301	POLYCITRA-LC SOLUTION SP
JOHNSON & JOHNSON GROUP	17314833001	BICITRA SOLUTION
JOHNSON & JOHNSON GROUP	17314840901	MYCELEX 10 MG TROCHE
JOHNSON & JOHNSON GROUP	17314840902	MYCELEX 10 MG TROCHE
JOHNSON & JOHNSON GROUP	17314840903	MYCELEX 10 MG TROCHE
JOHNSON & JOHNSON GROUP	50458003306	DURAGESIC 25 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458003406	DURAGESIC 50 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458003505	DURAGESIC 75 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458003605	DURAGESIC 100 MCG/HR PATCH
JOHNSON & JOHNSON GROUP	50458022010	NIZORAL 200 MG TABLET
JOHNSON & JOHNSON GROUP	50458022115	NIZORAL 2% CREAM
JOHNSON & JOHNSON GROUP	50458022130	NIZORAL 2% CREAM
JOHNSON & JOHNSON GROUP	50458022160	NIZORAL 2% CREAM
JOHNSON & JOHNSON GROUP	50458022304	NIZORAL 2% SHAMPOO
JOHNSON & JOHNSON GROUP	50458027038	ERGAMISOL 50MG TABLET
JOHNSON & JOHNSON GROUP	50458028001	SPORANOX 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	50458029004	SPORANOX 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	50458029028	SPORANOX 100 MG CAPSULE
JOHNSON & JOHNSON GROUP	50458029516	SPORANOX 10 MG/ML SOLUTION
JOHNSON & JOHNSON GROUP	50458029801	SPORANOX 250 MG KIT
JOHNSON & JOHNSON GROUP	50458030001	RISPERDAL 1 MG TABLET
JOHNSON & JOHNSON GROUP	50458030006	RISPERDAL 1 MG TABLET
JOHNSON & JOHNSON GROUP	50458030050	RISPERDAL 1 MG TABLET
JOHNSON & JOHNSON GROUP	50458030104	RISPERDAL 0.25 MG TABLET
JOHNSON & JOHNSON GROUP	50458030150	RISPERDAL 0.25 MG TABLET
JOHNSON & JOHNSON GROUP	50458030208	RISPERDAL 0.5 MG TABLET
JOHNSON & JOHNSON GROUP	50458030250	RISPERDAL 0.5 MG TABLET
JOHNSON & JOHNSON GROUP	50458030503	RISPERDAL 1 MG/ML SOLUTION
JOHNSON & JOHNSON GROUP	50458032001	RISPERDAL 2 MG TABLET
JOHNSON & JOHNSON GROUP	50458032066	RISPERDAL 2 MG TABLET
JOHNSON & JOHNSON GROUP	50458032050	RISPERDAL 2 MG TABLET
JOHNSON & JOHNSON GROUP	50458033001	RISPERDAL 3 MG TABLET
JOHNSON & JOHNSON GROUP	50458033006	RISPERDAL 3 MG TABLET
JOHNSON & JOHNSON GROUP	50458033050	RISPERDAL 3 MG TABLET
JOHNSON & JOHNSON GROUP	50458035001	RISPERDAL 4 MG TABLET
JOHNSON & JOHNSON GROUP	50458035006	RISPERDAL 4 MG TABLET
JOHNSON & JOHNSON GROUP	50458039080	REMINTYL 4 MG TABLET
JOHNSON & JOHNSON GROUP	50458039160	REMINTYL 8 MG TABLET
JOHNSON & JOHNSON GROUP	50458039280	REMINTYL 12 MG TABLET
JOHNSON & JOHNSON GROUP	50458039310	REMINTYL 4 MG/ML ORAL SOL
JOHNSON & JOHNSON GROUP	59876010101	ORTHOCLONE OXT-3 6 MG/5 ML
JOHNSON & JOHNSON GROUP	59876020101	LEUSTATIN 1 MG/ML VIAL
JOHNSON & JOHNSON GROUP	59876022001	PROCRIT 20,000 UNITS/ML VIAL
JOHNSON & JOHNSON GROUP	59876024001	PROCRIT 40,000 UNITS/ML VIAL
JOHNSON & JOHNSON GROUP	82856024330	ACIPHEX 20 MG TABLET EC
JOHNSON & JOHNSON GROUP	82856024341	ACIPHEX 20 MG TABLET EC
JOHNSON & JOHNSON GROUP	82856024390	ACIPHEX 20 MG TABLET EC

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
KOS PHARMACEUTICALS INC	60598000109	NASSPAN 500 MG TABLET SA
KOS PHARMACEUTICALS INC	60598000209	NASSPAN 750 MG TABLET SA
KOS PHARMACEUTICALS INC	60598000301	NASSPAN 1,000 MG TABLET SA
KOS PHARMACEUTICALS INC	60598000480	ADVICOR 300 MG/20 MG TABLET
KOS PHARMACEUTICALS INC	60598000680	ADVICOR 1,000 MG/20 MG TABLET
MCR AMERICAN PHARMACEUTICALS INC	58805051301	ALLFEN 1,000 MG TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58805051401	MAXIFED-G TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58805052001	MAXIFED 700/60 TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58805052101	ALLFEN-DM TABLET SA
MCR AMERICAN PHARMACEUTICALS INC	58805052401	MAXIFED DM TABLET SA
MEDICIS DERMATOLOGICS INC	98287001060	AT/5 2% TOPICAL SOLUTION
MERCK AND CO INC	00006001528	PRINIVIL 2.5 MG TABLET
MERCK AND CO INC	00006001631	PRINIVIL 2.5 MG TABLET
MERCK AND CO INC	00006001656	PRINIVIL 2.5 MG TABLET
MERCK AND CO INC	00006001928	PRINIVIL 3 MG TABLET
MERCK AND CO INC	00006001958	PRINIVIL 3 MG TABLET
MERCK AND CO INC	00006001872	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001982	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001986	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001987	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006001984	PRINIVIL 5 MG TABLET
MERCK AND CO INC	00006010629	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010631	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010656	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010672	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010682	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010457	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006010664	PRINIVIL 10 MG TABLET
MERCK AND CO INC	00006014031	PRINIZIDE 20/12.5 TABLET
MERCK AND CO INC	00006014058	PRINIZIDE 20/12.5 TABLET
MERCK AND CO INC	00006014231	PRINIZIDE 20/25 TABLET
MERCK AND CO INC	00006014258	PRINIZIDE 20/25 TABLET
MERCK AND CO INC	00006014531	PRINIZIDE 10/12.5 TABLET
MERCK AND CO INC	00006014558	PRINIZIDE 10/12.5 TABLET
MERCK AND CO INC	00006020728	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020731	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020758	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020772	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020782	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020787	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006020794	PRINIVIL 20 MG TABLET
MERCK AND CO INC	00006023758	PRINIVIL 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039005110	DIABETA 2.5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006111	DIABETA 2.5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039008150	DIABETA 2.5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039008210	DIABETA 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039008211	DIABETA 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039008250	DIABETA 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039008270	DIABETA 5 MG TABLET
MERRELL PHARMACEUTICALS INC	00039008305	DIABETA 1.25 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006011	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006013	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006050	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006070	LASIX 40 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006805	LASIX 80 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006660	LASIX 80 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006710	LASIX 20 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006750	LASIX 20 MG TABLET
MERRELL PHARMACEUTICALS INC	00039006770	LASIX 20 MG TABLET
MERRELL PHARMACEUTICALS INC	00039007810	TRENTAL 400 MG TABLET SA
MERRELL PHARMACEUTICALS INC	00039007811	TRENTAL 400 MG TABLET SA
MERRELL PHARMACEUTICALS INC	00039022110	AMARYL 1 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022210	AMARYL 2 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022211	AMARYL 2 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022310	AMARYL 4 MG TABLET
MERRELL PHARMACEUTICALS INC	00039022311	AMARYL 4 MG TABLET
MERRELL PHARMACEUTICALS INC	00069000701	NORPRAMIN 10 MG TABLET
MERRELL PHARMACEUTICALS INC	00069001101	NORPRAMIN 25 MG TABLET
MERRELL PHARMACEUTICALS INC	00069001501	NORPRAMIN 50 MG TABLET
MERRELL PHARMACEUTICALS INC	00069001901	NORPRAMIN 75 MG TABLET
MERRELL PHARMACEUTICALS INC	00069002901	NORPRAMIN 100 MG TABLET
MERRELL PHARMACEUTICALS INC	00069002150	NORPRAMIN 150 MG TABLET
MERRELL PHARMACEUTICALS INC	00069003701	CANTIL 25 MG TABLET
MERRELL PHARMACEUTICALS INC	00069022630	CLOMID 50 MG TABLET
MERRELL PHARMACEUTICALS INC	00069027761	HIPREX 1 GM TABLET
MERRELL PHARMACEUTICALS INC	00069050630	RIFADIN 300 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00069050660	RIFADIN 300 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00069050661	RIFADIN 300 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00069050660	RIFAMATE CAPSULE
MERRELL PHARMACEUTICALS INC	00069001030	RIFADIN 150 MG CAPSULE
MERRELL PHARMACEUTICALS INC	00069059701	RIFADIN IV 600 MG VIAL
MERRELL PHARMACEUTICALS INC	00069059761	TENUATE 25 MG TABLET
MERRELL PHARMACEUTICALS INC	00069059881	TENUATE DOSPAN 75 MG TAB SA
MERRELL PHARMACEUTICALS INC	00069059882	TENUATE DOSPAN 75 MG TAB SA
MERRELL PHARMACEUTICALS INC	00075006037	AZMACORT INHALER
MERRELL PHARMACEUTICALS INC	00075150543	NASACORT NASAL INHALER

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FINM	NDC	DRUG NAME AND DESCRIPTION
MERRELL PHARMACEUTICALS INC	00013150616	NASACORT AQ NASAL SPRAY
MERRELL PHARMACEUTICALS INC	00080057841	RIFATER TABLET
MERRELL PHARMACEUTICALS INC	00080100947	ALLEGRA-D TABLET SA
MERRELL PHARMACEUTICALS INC	00080100949	ALLEGRA-D TABLET SA
MERRELL PHARMACEUTICALS INC	00080100955	ALLEGRA-D TABLET SA
MERRELL PHARMACEUTICALS INC	00080110647	ALLEGRA 30 MG TABLET
MERRELL PHARMACEUTICALS INC	00080110747	ALLEGRA 60 MG TABLET
MERRELL PHARMACEUTICALS INC	00080110847	ALLEGRA 180 MG TABLET
MERRELL PHARMACEUTICALS INC	00080111114	NILANDRON 150 MG TABLET
MERRELL PHARMACEUTICALS INC	00080120632	ANZEMET 20 MG/ML VIAL
MERRELL PHARMACEUTICALS INC	00080210603	PRIFTIN 150 MG TABLET
MERRELL PHARMACEUTICALS INC	00080216630	ARAVA 10 MG TABLET
MERRELL PHARMACEUTICALS INC	00080216130	ARAVA 20 MG TABLET
MERRELL PHARMACEUTICALS INC	00680067302	INTAL NEBULIZER SOLUTION
MERRELL PHARMACEUTICALS INC	00680067303	INTAL NEBULIZER SOLUTION
MERRELL PHARMACEUTICALS INC	60780001114	INTAL INHALER
MONARCH PHARMACEUTICALS INC	01570012583	PREFEST TABLET
NOVARTIS PHARMACEUTICALS CORP	00020003501	LOPRESSOR HCT 50/25 TABLET
NOVARTIS PHARMACEUTICALS CORP	00020005101	LOPRESSOR 50 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00020005110	LOPRESSOR 60 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00020006301	LOPRESSOR HCT 100/25 TABLET
NOVARTIS PHARMACEUTICALS CORP	00020005801	VOLTAREN 25MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00020007101	LOPRESSOR 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00020007110	LOPRESSOR 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00020007161	LOPRESSOR 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00020007301	LOPRESSOR HCT 100/50 TABLET
NOVARTIS PHARMACEUTICALS CORP	00020010901	LAMPRENE 50 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00020015101	CATAFLAM 50 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00020016201	VOLTAREN 50MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00020016401	VOLTAREN 75MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00020020501	VOLTAREN-XR 100 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00020025801	VOLTAREN 25 MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00020026201	VOLTAREN 50 MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00020026401	VOLTAREN 75 MG TABLET EC
NOVARTIS PHARMACEUTICALS CORP	00020028133	LOPRESSOR 1 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00070001705	PARLODEL 2.5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070001715	PARLODEL 2.5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070003302	CAFERGOT SUPPOSITORY
NOVARTIS PHARMACEUTICALS CORP	00070005303	METHERGINE 0.2 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00070005405	METHERGINE 0.2 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070005805	SANSERY 2 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070010205	PARLODEL 5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070010216	PARLODEL 5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070010303	FIORINAL CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070010308	FIORINAL CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070010705	FIORINAL/CODEINE #3 CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070012605	CLOZARIL 25 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070012606	CLOZARIL 25 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070012705	CLOZARIL 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070012706	CLOZARIL 100 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070017605	LESCOL 20 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070017015	LESCOL 20 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070017805	LAMISIL 250 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070017815	LAMISIL 250 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070018003	SANDOSTATIN 0.05 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00070018103	SANDOSTATIN 0.1 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00070018203	SANDOSTATIN 0.5 MG/ML AMPUL
NOVARTIS PHARMACEUTICALS CORP	00070018325	SANDOSTATIN 0.2 MG/ML VIAL
NOVARTIS PHARMACEUTICALS CORP	00070018425	SANDOSTATIN 1 MG/ML VIAL
NOVARTIS PHARMACEUTICALS CORP	00070023405	LESCOL 40 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070023415	LESCOL 40 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070024915	FEMARA 2.5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070031190	MACALCIN 200 UNITS NASAL SPRA
NOVARTIS PHARMACEUTICALS CORP	00070032305	EXELON 1.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070032344	EXELON 1.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070032408	EXELON 3 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070032444	EXELON 3 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070032505	EXELON 4.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070032544	EXELON 4.5 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070032600	EXELON 6 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070032644	EXELON 6 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00070032705	COMTAN 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070032882	LAMISIL 1% SOLUTION
NOVARTIS PHARMACEUTICALS CORP	00070033184	SIMULECT 20 MG VIAL
NOVARTIS PHARMACEUTICALS CORP	00070033606	TRILEPTAL 150 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070033608	TRILEPTAL 150 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070033705	TRILEPTAL 300 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070033708	TRILEPTAL 300 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070033805	TRILEPTAL 600 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070033808	TRILEPTAL 600 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00070033831	EXELON 2 MG/ML ORAL SOLUTION
NOVARTIS PHARMACEUTICALS CORP	00070034342	VIVELLE-DOT 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00070034345	VIVELLE-DOT 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00070034442	VIVELLE-DOT 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00070034446	VIVELLE-DOT 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00070034542	VIVELLE-DOT 0.075 MG PATCH

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
NOVARTIS PHARMACEUTICALS CORP	00078034545	VIVELLE-DOT 0.075 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034842	VIVELLE-DOT 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034845	VIVELLE-DOT 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00078034761	DESFERAL 2 GRAM VIAL
NOVARTIS PHARMACEUTICALS CORP	00078035094	ZONETA 4 MG VIAL
NOVARTIS PHARMACEUTICALS CORP	00078035108	STARLIX 80 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078035205	STARLIX 120 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078035405	LESCOL XL 80 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00078035416	LESCOL XL 80 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00078035732	TRILEPTAL 300 MG/5 ML SUSP
NOVARTIS PHARMACEUTICALS CORP	00078037366	GLEEVEC 100 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00078037540	ELIDEL 1% CREAM
NOVARTIS PHARMACEUTICALS CORP	00078037546	ELIDEL 1% CREAM
NOVARTIS PHARMACEUTICALS CORP	00078037583	ELIDEL 1% CREAM
NOVARTIS PHARMACEUTICALS CORP	00078037742	COMBIPATCH 0.05/0.14 MG PTC
NOVARTIS PHARMACEUTICALS CORP	00078037745	COMBIPATCH 0.05/0.14 MG PTC
NOVARTIS PHARMACEUTICALS CORP	00078037842	COMBIPATCH 0.05/0.25 MG PTC
NOVARTIS PHARMACEUTICALS CORP	00078037845	COMBIPATCH 0.05/0.25 MG PTC
NOVARTIS PHARMACEUTICALS CORP	00078038005	FOCALIN 2.6 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078038105	FOCALIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00078038285	FOCALIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083000330	RITALIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083000730	RITALIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083001530	RITALIN-SR 20 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083001976	TEGRETOL 100 MG/5 ML SUSP
NOVARTIS PHARMACEUTICALS CORP	00083002430	CYTADREN 250 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083002730	TEGRETOL 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083002732	TEGRETOL 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083002740	TEGRETOL 200 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083003430	RITALIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083005230	TEGRETOL 100 MG TABLET CHEW
NOVARTIS PHARMACEUTICALS CORP	00083005232	TEGRETOL 100 MG TABLET CHEW
NOVARTIS PHARMACEUTICALS CORP	00083005730	LOTENSIN HCT 5/0.25 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083005930	LOTENSIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083005932	LOTENSIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083005990	LOTENSIN 5 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083006030	TEGRETOL XR 400 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083006130	TEGRETOL XR 100 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083006230	TEGRETOL XR 200 MG TABLET SA
NOVARTIS PHARMACEUTICALS CORP	00083006330	LOTENSIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083006332	LOTENSIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083006390	LOTENSIN 10 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007230	LOTENSIN HCT 10/12.5 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007430	LOTENSIN HCT 20/12.5 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007530	LOTENSIN HCT 20/25 TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007930	LOTENSIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007932	LOTENSIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083007990	LOTENSIN 20 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083009430	LOTENSIN 40 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083009432	LOTENSIN 40 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083009490	LOTENSIN 40 MG TABLET
NOVARTIS PHARMACEUTICALS CORP	00083225530	LOTREL 2.5/10 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00083226030	LOTREL 5/10 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00083226330	LOTREL 5/20 MG CAPSULE
NOVARTIS PHARMACEUTICALS CORP	00083231008	ESTRADERM 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083231062	ESTRADERM 0.05 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232008	ESTRADERM 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232062	ESTRADERM 0.1 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232508	VIVELLE 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232562	VIVELLE 0.0375 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232708	VIVELLE 0.075 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083232762	VIVELLE 0.075 MG PATCH
NOVARTIS PHARMACEUTICALS CORP	00083280104	DESFERAL MESYLATE 500 MG VL
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169008181	PRANDIN 0.5 MG TABLET
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169008281	PRANDIN 1 MG TABLET
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169008481	PRANDIN 2 MG TABLET
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169050111	NOVOLOG 100 UNITS/ML VIAL
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169076811	NORDITROPIN 5 MG/1.5 ML CRTG
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169077011	NORDITROPIN 15 MG/1.5 ML CRTG
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169077411	NORDITROPIN 4 MG VIAL
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	00169077612	NORDITROPIN 8 MG VIAL
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	32849811156	NORDITROPIN 5 MG/1.5 ML CRTG
NOVO NORDISK PHARMACEUTICAL INDUSTRIES INC	32849850081	NOVOLOG 100 UNITS/ML VIAL
ODYSSEY PHARMACEUTICALS INC	65473469701	URECHOLINE 5 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473470001	URECHOLINE 50 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473470101	VIVACTIL 5 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473470201	VIVACTIL 10 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473470301	URECHOLINE 10 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473470401	URECHOLINE 25 MG TABLET
ODYSSEY PHARMACEUTICALS INC	65473471801	SURMONTAL 25 MG CAPSULE
ODYSSEY PHARMACEUTICALS INC	65473471901	SURMONTAL 50 MG CAPSULE
ODYSSEY PHARMACEUTICALS INC	65473472001	SURMONTAL 100 MG CAPSULE
ORGANON USA INC	00052010530	REMERON 15 MG TABLET
ORGANON USA INC	00052010590	REMERON 15 MG TABLET
ORGANON USA INC	00052010730	REMERON 30 MG TABLET
ORGANON USA INC	00052010790	REMERON 30 MG TABLET

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
ORGANON USA INC	00052010930	REMERTON 45 MG TABLET
ORGANON USA INC	00052028106	DESOGEN 28 DAY TABLET
ORGANON USA INC	00052028106	MIRCETTE 28 DAY TABLET
ORGANON USA INC	00052044115	NORCURON 10 MG VIAL
ORGANON USA INC	00052045016	ZEMURON 10 MG/ML VIAL
ORGANON USA INC	00052045016	ZEMURON 10 MG/ML VIAL
ORGANON USA INC	00052073110	CORTROSYN 0.25 MG VIAL
OVATION PHARMACEUTICALS INC	00054225304	WINSTROL 2 MG TABLET
OVATION PHARMACEUTICALS INC	87389080102	MEBARAL 32 MG TABLET
OVATION PHARMACEUTICALS INC	87389080202	MEBARAL 50 MG TABLET
OVATION PHARMACEUTICALS INC	87389080302	MEBARAL 100 MG TABLET
PAN AMERICAN LABORATORIES INC	000520942216	PANCOF HC LIQUID
PAN AMERICAN LABORATORIES INC	000520973010	PANCOF XP LIQUID
PEDIAMED TM PHARMACEUTICALS INC	66348003158	VIRAVAN-S SUSPENSION
PEDIAMED TM PHARMACEUTICALS INC	66348003165	VIRAVAN-S SUSPENSION
PEDIAMED TM PHARMACEUTICALS INC	66348003223	VIRAVAN-T TABLET CHEWABLE
PFIZER LABORATORIES DIV PFIZER INC	00025008100	DEMULEN 1/50-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025008124	DEMULEN 1/50-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025016109	DEMULEN 1/35-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025016124	DEMULEN 1/35-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025100131	ALDACTONE 21 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025100151	ALDACTONE 25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025100155	ALDACTONE 25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025101131	ALDACTAZIDE 25/25 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025101155	ALDACTAZIDE 25/25 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025102131	ALDACTAZIDE 50/50 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025103131	ALDACTONE 100 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025103134	ALDACTONE 100 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025104131	ALDACTONE 60 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025104134	ALDACTONE 50 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025138131	DAYPRO 600 MG CAPLET
PFIZER LABORATORIES DIV PFIZER INC	00025138134	DAYPRO 600 MG CAPLET
PFIZER LABORATORIES DIV PFIZER INC	00025138151	DAYPRO 600 MG CAPLET
PFIZER LABORATORIES DIV PFIZER INC	00025141134	ARTHROTEC 60 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025141180	ARTHROTEC 50 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025141190	ARTHROTEC 60 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025142134	ARTHROTEC 75 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025142160	ARTHROTEC 75 TABLET EC
PFIZER LABORATORIES DIV PFIZER INC	00025145126	CYTOTEC 100 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025146134	CYTOTEC 100 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025145160	CYTOTEC 100 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025148131	CYTOTEC 200 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025148134	CYTOTEC 200 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025146180	CYTOTEC 200 MCG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025182131	FLAGYL 500 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025182150	FLAGYL 600 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025182151	FLAGYL 500 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025183131	FLAGYL 250 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025183150	FLAGYL 250 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025183155	FLAGYL 250 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00025184234	FLAGYL 375 CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025184250	FLAGYL 375 CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025196130	FLAGYL ER 750 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025201131	COVERA-HS 180 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025201134	COVERA-HS 180 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025202131	COVERA-HS 240 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025202134	COVERA-HS 240 MG TABLET SA
PFIZER LABORATORIES DIV PFIZER INC	00025273231	NORPACE CR 100 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025273234	NORPACE CR 100 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025273251	NORPACE CR 100 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025274231	NORPACE CR 150 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025274234	NORPACE CR 150 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025274251	NORPACE CR 150 MG CAPSULE SA
PFIZER LABORATORIES DIV PFIZER INC	00025275231	NORPACE 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025275252	NORPACE 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00025276231	NORPACE 150 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071000724	DILANTIN 80 MG INFATAB
PFIZER LABORATORIES DIV PFIZER INC	00071000740	DILANTIN 50 MG INFATAB
PFIZER LABORATORIES DIV PFIZER INC	00071015523	LIPITOR 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015534	LIPITOR 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015540	LIPITOR 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015623	LIPITOR 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015640	LIPITOR 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015723	LIPITOR 40 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071015823	LIPITOR 80 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071022006	ACCURETIC 20-12.5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071022206	ACCURETIC 10-12.5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071022306	ACCURETIC 20-25 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071023724	ZARONTIN 250 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071027024	NARDIL 15 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071036224	DILANTIN 100 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071036232	DILANTIN 100 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071036240	DILANTIN 100 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071036524	DILANTIN 30 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071041624	NEURONTIN 600 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071042824	NEURONTIN 800 MG TABLET

Privileged and Confidential Information

In Re First DataBank Drug Pricing Litigation Appendix A Drugs by NDC

FIRM	NDC	DRUG NAME AND DESCRIPTION
PFIZER LABORATORIES DIV PFIZER INC	00071052524	CELONTIN 300 MG KAPSEAL
PFIZER LABORATORIES DIV PFIZER INC	00071052723	ACCUPRIL 5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071052740	ACCUPRIL 5 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053023	ACCUPRIL 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053040	ACCUPRIL 10 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053223	ACCUPRIL 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053240	ACCUPRIL 20 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053823	ACCUPRIL 40 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071053724	CELONTIN KAPSEAL 150 MG
PFIZER LABORATORIES DIV PFIZER INC	00071073720	LOPID 600 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071073730	LOPID 600 MG TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071080324	NEURONTIN 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080340	NEURONTIN 100 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080624	NEURONTIN 300 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080540	NEURONTIN 300 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080624	NEURONTIN 400 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071080640	NEURONTIN 400 MG CAPSULE
PFIZER LABORATORIES DIV PFIZER INC	00071091345	LOESTRIN FE 1/20 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091348	LOESTRIN FE 1/20 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091548	LOESTRIN 21 1/20 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091648	LOESTRIN 21 1/30 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091745	LOESTRIN FE 1.5/30 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071091748	LOESTRIN FE 1.5/30 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071092816	ESTROSTEP FE-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071092847	ESTROSTEP FE-28 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00071221420	DILANTIN 126 MG/5 ML SUSP
PFIZER LABORATORIES DIV PFIZER INC	00071241823	ZARONTIN 250 MG/5 ML SYRUP
PFIZER LABORATORIES DIV PFIZER INC	00071400705	CEREBYX 50 MG PE/ML VIAL
PFIZER LABORATORIES DIV PFIZER INC	00071400810	CEREBYX 50 MG PE/ML VIAL
PFIZER LABORATORIES DIV PFIZER INC	00071425903	BENADRYL 50 MG/ML AMPUL
PFIZER LABORATORIES DIV PFIZER INC	00071425913	BENADRYL 50 MG/ML VIAL
PFIZER LABORATORIES DIV PFIZER INC	00071425945	BENADRYL 50 MG/ML SYRINGE
PFIZER LABORATORIES DIV PFIZER INC	00071440210	BENADRYL 50 MG/ML VIAL
PFIZER LABORATORIES DIV PFIZER INC	00434054414	FEMHRT 1/6 TABLET
PFIZER LABORATORIES DIV PFIZER INC	00434054423	FEMHRT 1/6 TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00140000705	MACRODANTIN 25 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00140000805	MACRODANTIN 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00140000866	MACRODANTIN 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00140000867	MACRODANTIN 50 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00140000903	MACRODANTIN 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00140000967	MACRODANTIN 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00140003008	DANTRIUM 25 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00140003065	DANTRIUM 25 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00140003105	DANTRIUM 30 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00140003305	DANTRIUM 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00140040850	DIDRONEL 200 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00140040880	DIDRONEL 400 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00140040701	ACTONEL 30 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00140040710	ACTONEL 5 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	001400407103	ACTONEL 6 MG TABLET
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00140071001	MACROBID 100 MG CAPSULE
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00140073402	DANTRIUM 20 MG VIAL
PROCTER AND GAMBLE PHARMACEUTICALS INC SUB PROCTER AND GAMBLE CO	00140075202	ASACOL 400 MG TABLET EC
PROMETHEUS LABORATORIES INC	65076050871	IMURAN 100 MG VIAL
PROMETHEUS LABORATORIES INC	65483039110	TRANDATE 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483039111	TRANDATE 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483039150	TRANDATE 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483039210	TRANDATE 200 MG TABLET
PROMETHEUS LABORATORIES INC	65483039222	TRANDATE 200 MG TABLET
PROMETHEUS LABORATORIES INC	65483039280	TRANDATE 200 MG TABLET
PROMETHEUS LABORATORIES INC	65483039310	TRANDATE 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483039333	TRANDATE 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483039350	TRANDATE 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483040514	HELIDAC THERAPY
PROMETHEUS LABORATORIES INC	65483065101	IMURAN 100 MG VIAL
PROMETHEUS LABORATORIES INC	65483065010	IMURAN 50 MG TABLET
PROMETHEUS LABORATORIES INC	65483069110	ZYLOPRIM 100 MG TABLET
PROMETHEUS LABORATORIES INC	65483069310	ZYLOPRIM 300 MG TABLET
PROMETHEUS LABORATORIES INC	65483069350	ZYLOPRIM 300 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050050	TRILISATE 500 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050080	TRILISATE 500 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050550	TRILISATE 750 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034050580	TRILISATE 750 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034051080	TRILISATE 1,000 MG TABLET
PURDUE PHARMACEUTICAL PRODUCTS LP	00034046000	CERUMENEX 10% EAR DROPS
PURDUE PHARMACEUTICAL PRODUCTS LP	00034046012	CERUMENEX 10% EAR DROPS
RECKITT BENCKISER HEALTHCARE UK LIMITED	12489975701	SUPRENEX 0.3 MG/ML AMPUL
RELIANT PHARMACEUTICALS INC	65726022616	DYNACIRC 2.5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65726022825	DYNACIRC 2.5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65726022715	DYNACIRC 5 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65726022725	DYNACIRC 6 MG CAPSULE
RELIANT PHARMACEUTICALS INC	65726023510	DYNACIRC CR 6 MG TABLET SA
RELIANT PHARMACEUTICALS INC	65726023625	DYNACIRC CR 6 MG TABLET SA
RELIANT PHARMACEUTICALS INC	65726023610	DYNACIRC CR 10 MG TABLET SA
RELIANT PHARMACEUTICALS INC	65726023625	DYNACIRC CR 10 MG TABLET SA
ROXANE LABORATORIES INC	00054174825	TORCAN 10 MG TABLET

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
SANOFI SYNTHELABO INC	00024008401	ARALEN PHOSPHATE 500 MG TAB
SANOFI SYNTHELABO INC	00024028016	BRONCHOLATE SYRUP
SANOFI SYNTHELABO INC	00024030308	DANOCRINE 50 MG CAPSULE
SANOFI SYNTHELABO INC	00024030408	DANOCRINE 100 MG CAPSULE
SANOFI SYNTHELABO INC	00024030606	DANOCRINE 200 MG CAPSULE
SANOFI SYNTHELABO INC	00024030560	DANOCRINE 200 MG CAPSULE
SANOFI SYNTHELABO INC	00024033206	DEMEROL 50 MG/5 ML SYRUP
SANOFI SYNTHELABO INC	00024033504	DEMEROL 50 MG TABLET
SANOFI SYNTHELABO INC	00024033508	DEMEROL 50 MG TABLET
SANOFI SYNTHELABO INC	00024033704	DEMEROL 100 MG TABLET
SANOFI SYNTHELABO INC	00024038202	DRISDOL 50,000 UNITS CAPSULE
SANOFI SYNTHELABO INC	00024079202	HYTAKEROL 0.125 MG CAPSULE
SANOFI SYNTHELABO INC	00024079375	ELIGARD 7.5 MG SYRNGE
SANOFI SYNTHELABO INC	00024128704	MYTELASE 10 MG CAPLET
SANOFI SYNTHELABO INC	00024132203	NEGGRAM 600 MG CAPLET
SANOFI SYNTHELABO INC	00024138801	NEO-SYNEPHRINE 2.5% EYE DRP
SANOFI SYNTHELABO INC	00024138901	NEO-SYNEPHRINE 10% EYE DROP
SANOFI SYNTHELABO INC	00024138201	NEO-SYNEPHRINE 10% EYE DROP
SANOFI SYNTHELABO INC	00024150908	PEDIACOF LIQUID
SANOFI SYNTHELABO INC	00024153502	PHISOHEX 3% CLEANSER
SANOFI SYNTHELABO INC	00024153508	PHISOHEX 3% CLEANSER
SANOFI SYNTHELABO INC	00024153508	PHISOHEX 3% CLEANSER
SANOFI SYNTHELABO INC	00024156210	PLAQUEENL 200 MG TABLET
SANOFI SYNTHELABO INC	00024109601	PRIMAQUINE 25.3 MG TABLET
SANOFI SYNTHELABO INC	00024180016	SKELID 200 MG TABLET
SANOFI SYNTHELABO INC	00024183704	TALACEN CAPLET
SANOFI SYNTHELABO INC	00024198104	TALWIN HX TABLET
SANOFI SYNTHELABO INC	00024540131	AMBIEN 8 MG TABLET
SANOFI SYNTHELABO INC	00024540134	AMBIEN 5 MG TABLET
SANOFI SYNTHELABO INC	00024542131	AMBIEN 10 MG TABLET
SANOFI SYNTHELABO INC	00024542134	AMBIEN 10 MG TABLET
SANOFI SYNTHELABO INC	08024072412	HYALGAN 10 MG/ML VIAL
SANOFI SYNTHELABO INC	08024072420	HYALGAN 10 MG/ML SYRINGE
SCHERING CORP	00085006804	GARAMYCIN 40 MG/ML VIAL
SCHERING CORP	00085037001	ELOCON 0.1% OINTMENT
SCHERING CORP	00085037002	ELOCON 0.1% OINTMENT
SCHERING CORP	00085045803	CLARITIN 10 MG TABLET
SCHERING CORP	00085045804	CLARITIN 10 MG TABLET
SCHERING CORP	00085045805	CLARITIN 10 MG TABLET
SCHERING CORP	00085045806	CLARITIN 10 MG TABLET
SCHERING CORP	00085051701	DIPROLENE AF 0.05% CREAM
SCHERING CORP	00085051704	DIPROLENE AF 0.05% CREAM
SCHERING CORP	00085052503	EULEXIN 125 MG CAPSULE
SCHERING CORP	00085052506	EULEXIN 125 MG CAPSULE
SCHERING CORP	00085052506	EULEXIN 125 MG CAPSULE
SCHERING CORP	00085053901	INTRON A 50 MILLION UNITS VIAL
SCHERING CORP	00085056805	CELESTONE SOLUSPAN 8 MG/ML
SCHERING CORP	00085056701	ELOCON 0.1% CREAM
SCHERING CORP	00085056702	ELOCON 0.1% CREAM
SCHERING CORP	00085057102	INTRON A 10 MILLION UNITS VIAL
SCHERING CORP	00085057502	DIPROLENE 0.05% OINTMENT
SCHERING CORP	00085057505	DIPROLENE 0.05% OINTMENT
SCHERING CORP	00085061402	PROVENTIL 90 MCG INHALER
SCHERING CORP	00085063401	DIPROLENE 0.05% GEL
SCHERING CORP	00085063403	DIPROLENE 0.05% GEL
SCHERING CORP	00085063601	CLARITIN-D 12 HOUR TAB SA
SCHERING CORP	00085063604	CLARITIN-D 12 HOUR TAB SA
SCHERING CORP	00085063506	CLARITIN-D 12 HOUR TAB SA
SCHERING CORP	00085073804	VANCERIL INHALER
SCHERING CORP	00085080901	LOTIRISONE LOTION
SCHERING CORP	00085085401	ELOCON 0.1% LOTION
SCHERING CORP	00085085402	ELOCON 0.1% LOTION
SCHERING CORP	00085092401	LOTIRISONE CREAM
SCHERING CORP	00085092402	LOTIRISONE CREAM
SCHERING CORP	00085094205	CELESTONE 0.5 MG/5 ML SYRUP
SCHERING CORP	00085096201	DIPROLENE 0.05% LOTION
SCHERING CORP	00085096202	DIPROLENE 0.05% LOTION
SCHERING CORP	00085111001	INTRON A 18 MILLION UNITS VIAL
SCHERING CORP	00085112802	CLARITIN 10 MG REDITABS
SCHERING CORP	00085113201	PROVENTIL HFA 90 MCG INHALER
SCHERING CORP	00085113301	INTRON A 10MM UNITS/ML VIAL
SCHERING CORP	00085116801	INTRON A 6MM UNITS/ML VIAL
SCHERING CORP	00085117902	INTRON A 10MM UNITS/ML KIT
SCHERING CORP	00085119403	REBETOL 200 MG CAPSULE
SCHERING CORP	00085119701	NASONEX 50 MCG NASAL SPRAY
SCHERING CORP	00085123301	CLARITIN 10 MG/10 ML SYRUP
SCHERING CORP	00085123301	CLARITIN-D 24 HOUR TAB SA
SCHERING CORP	00085123302	CLARITIN-D 24 HOUR TAB SA
SCHERING CORP	00085123501	INTRON A 6MM UNITS INJECT PEN
SCHERING CORP	00085124201	INTRON A 3MM UNITS INJECT PEN
SCHERING CORP	00085124401	TEMODAR 20 MG CAPSULE
SCHERING CORP	00085124402	TEMODAR 20 MG CAPSULE
SCHERING CORP	00085124801	TEMODAR 5 MG CAPSULE
SCHERING CORP	00085124802	TEMODAR 5 MG CAPSULE
SCHERING CORP	00085125201	TEMODAR 250 MG CAPSULE
SCHERING CORP	00085125202	TEMODAR 250 MG CAPSULE

Privileged and Confidential Information

In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC

FIRM	NDC	DRUG NAME AND DESCRIPTION
SCHERING CORP	00046126401	INTRON A 10MM UNITS INJ PEN
SCHERING CORP	00085125001	TEMODAR 100 MG CAPSULE
SCHERING CORP	00085125002	TEMODAR 100 MG CAPSULE
SCHERING CORP	00085125401	CLARINEX 5 MG TABLET
SCHERING CORP	00085125402	CLARINEX 5 MG TABLET
SCHERING CORP	00085125403	CLARINEX 5 MG TABLET
SCHERING CORP	00085125404	CLARINEX 5 MG TABLET
SCHERING CORP	00085127901	PEG-INTRON 150 MCG KIT
SCHERING CORP	00085129101	PEG-INTRON 80 MCG KIT
SCHERING CORP	00085130401	PEG-INTRON 120 MCG KIT
SCHERING CORP	00085132704	REBETOL 200 MG CAPSULE
SCHERING CORP	00085135105	REBETOL 200 MG CAPSULE
SCHERING CORP	00085136801	PEG-INTRON 50 MCG KIT
SCHERING CORP	00085138507	REBETOL 200 MG CAPSULE
SCHERING CORP	00085140101	FORADIL AEROLIZER 12 MCG CAP
SCHERING CORP	00085140201	FORADIL AEROLIZER 12 MCG CAP
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	04764015104	ACTOS 15 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	04764015105	ACTOS 15 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	04764015108	ACTOS 15 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	04764030114	ACTOS 30 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	04764030115	ACTOS 30 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	04764030118	ACTOS 30 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	04764045124	ACTOS 45 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	04764045125	ACTOS 45 MG TABLET
TAKEDA PHARMACEUTICALS NORTH AMERICA INC	04764045126	ACTOS 45 MG TABLET
TAP PHARMACEUTICALS INC	00300154111	PREVACID 15 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300154119	PREVACID 15 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300154130	PREVACID 15 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300304611	PREVACID 30 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300304613	PREVACID 30 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300304619	PREVACID 30 MG CAPSULE DR
TAP PHARMACEUTICALS INC	00300730330	PREVACID 15 MG SUSPENSION DR
TAP PHARMACEUTICALS INC	00300731130	PREVACID 30 MG SUSPENSION DR
US PHARMACEUTICAL CORP	62741014080	CENOCEN ULTRA CAPSULE
US PHARMACEUTICAL CORP	62741030630	HEMOCYTE-F TABLET
US PHARMACEUTICAL CORP	62741030670	HEMOCYTE-F TABLET
US PHARMACEUTICAL CORP	62741030830	HEMOCYTE PLUS TABLET
US PHARMACEUTICAL CORP	62741030870	HEMOCYTE PLUS TABLET
US PHARMACEUTICAL CORP	62741080860	HEMOCYTE PLUS CAPSULE
VOLUNTARY HOSPS AMERICA INC	00310030001	DIPRIVAN 10 MG/ML VIAL
VOLUNTARY HOSPS AMERICA INC	00310030004	DIPRIVAN 10 MG/ML VIAL
VOLUNTARY HOSPS AMERICA INC	00310030065	DIPRIVAN 10 MG/ML VIAL
WARNER CHILCOTT INC	00085078440	DURICEF 800 MG CAPSULE
WARNER CHILCOTT INC	00430002324	ESTRACE 1 MG TABLET
WARNER CHILCOTT INC	00430002330	ESTRACE 1 MG TABLET
WARNER CHILCOTT INC	00430002424	ESTRACE 2 MG TABLET
WARNER CHILCOTT INC	00430016624	MANDELAMINE 600 MG TABLET
WARNER CHILCOTT INC	00430016124	PYRIDUM 200 MG TABLET
WARNER CHILCOTT INC	00430018215	PYRIDUM PLUS TABLET
WARNER CHILCOTT INC	00430022640	NATAFORT TABLET
WARNER CHILCOTT INC	00430022723	NATACHEW TABLET CHEW
WARNER CHILCOTT INC	00430058214	OVCON-35 28 TABLET
WARNER CHILCOTT INC	00430058514	OVCON-50 28 TABLET
WARNER CHILCOTT INC	00430088624	ERYX 250 MG CAPSULE EC
WARNER CHILCOTT INC	00430088620	DORYX 75 MG CAPSULE EC
WARNER CHILCOTT INC	00430088619	DORYX 100 MG CAPSULE EC
WARNER CHILCOTT INC	00430278217	DURICEF 250 MG/5 ML ORAL SUSP
WARNER CHILCOTT INC	00430278317	DURICEF 800 MG/5 ML ORAL SUSP
WARNER CHILCOTT INC	00430375411	ESTRACE 0.01% CREAM
WARNER CHILCOTT INC	00430375414	ESTRACE 0.01% CREAM
WARNER CHILCOTT INC	00430820140	FEMRING 0.05 MG VAGINAL RING
WATSON LABORATORIES INC	00430820240	FEMRING 0.10 MG VAGINAL RING
WATSON LABORATORIES INC	00075025000	DILACOR XR 120MG CAPSULE SA
WATSON LABORATORIES INC	00075025100	DILACOR XR 180MG CAPSULE SA
WATSON LABORATORIES INC	00075025200	DILACOR XR 240MG CAPSULE SA
WATSON LABORATORIES INC	52544028526	NORINYL 1+50-28 TABLET
WATSON LABORATORIES INC	52544027426	TRI-NORINYL 28 TABLET
WATSON LABORATORIES INC	52544048201	DILACOR XR 120 MG CAPSULE SA
WATSON LABORATORIES INC	52544048301	DILACOR XR 180 MG CAPSULE SA
WATSON LABORATORIES INC	52544048305	DILACOR XR 180 MG CAPSULE SA
WATSON LABORATORIES INC	52544048401	DILACOR XR 240 MG CAPSULE SA
WATSON LABORATORIES INC	52544048405	DILACOR XR 240 MG CAPSULE SA
WATSON LABORATORIES INC	52544055301	NORCO 10/325 TABLET
WATSON LABORATORIES INC	52544055305	NORCO 10/325 TABLET
WATSON LABORATORIES INC	52544082201	MICROZIDE 12.5 MG CAPSULE
WATSON LABORATORIES INC	52544073201	DILACOR XR 120MG CAPSULE SA
WATSON LABORATORIES INC	52544073301	DILACOR XR 180MG CAPSULE SA
WATSON LABORATORIES INC	52544073401	DILACOR XR 240MG CAPSULE SA
WATSON LABORATORIES INC	52544083001	ACTIGALL 300 MG CAPSULE
WATSON LABORATORIES INC	55515001424	CORDRAN 4 MCG/SQ CM TAPE
WATSON LABORATORIES INC	55515001480	CORDRAN 4 MCG/SQ CM TAPE
WATSON LABORATORIES INC	55515003515	CORDRAN SP 0.05% CREAM
WATSON LABORATORIES INC	55515003530	CORDRAN SP 0.05% CREAM
WATSON LABORATORIES INC	55515003560	CORDRAN SP 0.05% CREAM
WATSON LABORATORIES INC	55515010101	CONDYLOX 0.5% TOPICAL SOLN
WATSON LABORATORIES INC	55515010201	CONDYLOX 0.5% GEL

Privileged and Confidential Information

**In Re First DataBank Drug Pricing Litigation
Appendix A Drugs by NDC**

FIRM	NDC	DRUG NAME AND DESCRIPTION
WATSON LABORATORIES INC	55515025904	MONODOX 100 MG CAPSULE
WATSON LABORATORIES INC	55515026006	MONODOX 50 MG CAPSULE
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072026006	DOVONEX 0.005% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072026012	DOVONEX 0.005% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072116006	DOVONEX 0.005% SOLUTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072140016	ULTRAVATE 0.05% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072140060	ULTRAVATE 0.05% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072145015	ULTRAVATE 0.05% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072145060	ULTRAVATE 0.05% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072254006	DOVONEX 0.005% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072254012	DOVONEX 0.005% OINTMENT
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072570801	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072571208	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072571214	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072571401	LAC-HYDRIN 12% LOTION
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072573028	LAC-HYDRIN 12% CREAM
WESTWOOD SQUIBB PHARMACEUTICALS INC	00072573036	LAC-HYDRIN 12% CREAM
WOMEN FIRST HEALTHCARE INC	64240060410	BACTRIM 400-80 MG TABLET
WOMEN FIRST HEALTHCARE INC	64240011710	BACTRIM DS TABLET
WOMEN FIRST HEALTHCARE INC	64240015030	VANQA 13.5% CREAM
XCEL PHARMACEUTICALS	66490024536	MICRANAL 4 MG/ML NASAL SPRAY
ZYBER PHARMACEUTICAL INC	65220017516	PEDIATEX LIQUID
ZYBER PHARMACEUTICAL INC	65220049716	PEDIATEX-D LIQUID
ZYBER PHARMACEUTICAL INC	85220068001	ALDEX TABLET

United States District Court

WESTERN DISTRICT OF WASHINGTON

SUBPOENA IN A CIVIL CASE

New England Carpenter
Health Benefits Fund, et
al. v. First Databank, Inc.
and McKesson Corp.

CASE NUMBER: No. 05-CV-11148-PBS
Pending in USDC District of Massachusetts
Judge Patti B. Saris

TO: Bartell Drug Company
4727 Denver Avenue South
Seattle, WA 98134

☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
---------------------	---------------

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date and time specified below (list documents or objects): See attached Exhibit A.

PLACE Hagens Berman Sobol Shapiro, LLP 1301 Fifth Ave., Suite 2900, Seattle, WA 98101	DATE AND TIME February 26, 2007
---	------------------------------------

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
----------	---------------

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT) Attorney for Plaintiffs	DATE 2-12-07
--	-----------------

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER
Nick Styant-Browne, Hagens Berman Sobol Shapiro LLP, 1301 Fifth Avenue, Suite 2900, Seattle, WA 98101,
(206) 623-7292

(See Rule 45. Federal Rules of Civil Procedure Parts C & D on Reverse)

PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

 Rule 45, Federal Rules of Civil Procedure, Parts C & D:
(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On a timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend a trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected materials and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specified events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance and production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim

EXHIBIT A

I. DEFINITIONS AND INSTRUCTIONS

1. The following requests for documents refer to the period of January 1, 2000 through March 2005.
2. "You" and "Your" shall refer to Bartell Drug Company and any of its subsidiaries, divisions, affiliates, officers, directors, employees or agents, including, but not limited to, attorneys and accountants.
3. "All documents" means every document, as defined by Massachusetts Local Rule 26.5(c)(2) and Fed. R. Civ. P. 34(a), or writing in Your possession.
4. "Communications," as defined by Massachusetts Local Rule 26.5(c)(1), means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).
5. "Concerning," as defined by Massachusetts Local Rule 26.5(c)(7), means referring to, describing, evidencing, or constituting.
6. "Meeting" means any discussion between two or more persons either in person, telephonically or by video conference.
7. "Person," as defined by Massachusetts Local Rule 26.5(c)(6), means any natural person or any business, legal, or governmental entity or association.
8. "AWP" means average wholesale price.
9. "WAC" means wholesale acquisition cost.
10. "Markup" or "Spread" refer to the differential between AWP and WAC.

II. DOCUMENTS TO BE PRODUCED

1. All communications between You and First DataBank or McKesson concerning AWP. *See, e.g., attached.*
2. All documents concerning any meetings between You and First DataBank or McKesson to discuss AWP and/or retail or the reimbursement cost of brand-name prescription drugs.

3. All communications between You and McKesson concerning pharmacy profits associated with the retail or reimbursement cost of brand-name prescription drugs, including communications concerning AWP/WAC markup or spread for prescription drugs.

4. All documents concerning any meetings between You and McKesson to discuss pharmacy profits associated with the retail or reimbursement cost of brand-name prescription drugs, including discussions concerning AWP/WAC markup or spread.

5. All documents or communications concerning any contracts or negotiations with McKesson concerning any year-end deals or other rebates associated with Your purchases of prescription drugs from McKesson, including any suggestion that such deals or rebates should be reduced or eliminated in recognition of McKesson's role in causing or influencing the rise in AWP's.

6. All documents relating to any marketing efforts by McKesson with respect to doing business with your organization and any benefits offered by McKesson in that regard.

7. All documents reflecting revenues received by McKesson as a result of doing business with you.

From: James, Robert
Sent: Friday, October 11, 2002 1:29 PM
To: 'Dan Connolly'
Subject: RE: See, we listen!!

~~Just wanted to let you know that the new AWP spreads went to 20% this week. A few weeks ago, Cefexa went to 20% as well.~~

~~Tal Cat chains is just around the corner.~~

Take care.

Bob James
Director, Brand Pharmaceutical Product Management McKesson One Post Street, 8th Floor San Francisco, CA 94104 415-983-8755, fax 415-732-2951 robert.james@mckesson.com

-----Original Message-----

From: Dan Connolly [mailto:danc@bartelldrugs.com]
Sent: Thursday, September 05, 2002 4:48 PM
To: James, Robert
Subject: RE: See, we listen!!

THANKS....I GUESS I HAVE STIRRED THINGS UP WITH THE FORREST PEOPLE...ALL YOU HAVE TO TELL THEM IS THAT WE AREN'T GOING TO STOCK LEXAPRO AND PUT IT ON SPECIAL ORDER ONLY LIKE OXYCONTIN.

SCHERING REP CALLED AND WANTED TO KNOW WHAT I WAS GOING TO DO TO MOVE THE CLARITIN BUSINESS TO CLARINEX...NOT A THING I REPLIED...THE AWP/TO COST IS MUCH BETTER ON ZYRTEC, ALLEGRA AND CLARITIN...AND OTC CLARITIN REPRESENTED A NEW PROFIT CENTER FOR OUR STORES....SHE IS GOING TO TALK TO HER BOSS ABOUT GETTING THE CLARINEX AWP CHANGED...

NEXT COMPANY...00299- GALDERMA...short awp's too...

THANKS.

-----Original Message-----

From: James, Robert [mailto:Robert.James@McKesson.com]
Sent: September 05, 2002 3:10 PM
To: 'Dan Connolly'
Subject: See, we listen!!

Most of their stuff looks okay but I am running a new file and will follow up and let you know.

PAY ATTENTION NOW: follow up from our MACDS conversation.

~~Cefexa and Lexapro will have an AWP markup of 20% or a spread of 20% as soon as FDA information is updated. Look for change to happen next week.~~

Keep Smilin.....and who said we never listen to our customers (and old friends).

MCKAWP 0069901
CONFIDENTIAL

United States District Court

DISTRICT OF RHODE ISLAND

SUBPOENA IN A CIVIL CASE

New England Carpenter
Health Benefits Fund, et
al. v. First Databank, Inc.
and McKesson Corp.

CASE NUMBER: No. 05-CV-11148-PBS

Pending in USDC District of Massachusetts
Judge Patti B. Saris

TO: CVS Corporation
Corporate Headquarters
One CVS Drive
Woonsocket, RI 02895

☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date and time specified below (list documents or objects): *See attached Exhibit A.*

PLACE

Hagens Berman Sobol Shapiro, LLP
1301 Fifth Ave., Suite 2900, Seattle, WA 98101

DATE AND TIME

March 23, 2007

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

Attorney for Plaintiffs

DATE

3-08-07

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Nick Styant-Browne, Hagens Berman Sobol Shapiro LLP, 1301 Fifth Avenue, Suite 2900, Seattle, WA 98101,
(206) 623-7292

(See Rule 45. Federal Rules of Civil Procedure Parts C & D on Reverse)

 PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

 DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

 Executed on _____
 DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

 Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On a timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

- (i) fails to allow reasonable time for compliance;
- (ii) requires a person who is not a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend a trial be commanded to travel from any such place within the state in which the trial is held, or
- (iii) requires disclosure of privileged or other protected materials and no exception or waiver applies, or
- (iv) subjects a person to undue burden.

(B) If a subpoena

- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) requires disclosure of an unretained expert's opinion or information not describing specified events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
- (iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance and production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim

EXHIBIT A

I. DEFINITIONS AND INSTRUCTIONS

1. The following requests for documents refer to the period of January 1, 2000 through March 2005.
2. "You" and "Your" shall refer to CVS Corporation and any of its subsidiaries, divisions and affiliates, including any entities acquired by CVS through its purchase of Albertsons' stand-alone Sav-on and Osco pharmacies, as well as its officers, directors, employees or agents, including, but not limited to, attorneys and accountants.
3. "All documents" means every document, as defined by Massachusetts Local Rule 26.5(c)(2) and Fed. R. Civ. P. 34(a), or writing in Your possession.
4. "Communications," as defined by Massachusetts Local Rule 26.5(c)(1), means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).
5. "Concerning," as defined by Massachusetts Local Rule 26.5(c)(7), means referring to, describing, evidencing, or constituting.
6. "Meeting" means any discussion between two or more persons either in person, telephonically or by video conference.
7. "Person," as defined by Massachusetts Local Rule 26.5(c)(6), means any natural person or any business, legal, or governmental entity or association.
8. "AWP" means average wholesale price.
9. "WAC" means wholesale acquisition cost.
10. "Markup" or "Spread" refer to the differential between AWP and WAC.

II. DOCUMENTS TO BE PRODUCED

1. All communications between You and First DataBank or McKesson concerning AWP.

2. All documents concerning any meetings between You and First DataBank or McKesson to discuss AWP and/or retail or the reimbursement cost of brand-name prescription drugs.

3. All communications between You and McKesson concerning pharmacy profits associated with the retail or reimbursement cost of brand-name prescription drugs, including communications concerning AWP/WAC markup or spread for prescription drugs.

4. All documents concerning any meetings between You and McKesson to discuss pharmacy profits associated with the retail or reimbursement cost of brand-name prescription drugs, including discussions concerning AWP/WAC markup or spread.

5. All documents or communications concerning any contracts or negotiations with McKesson concerning any year-end deals or other rebates associated with Your purchases of prescription drugs from McKesson, including any suggestion that such deals or rebates should be reduced or eliminated in recognition of McKesson's role in causing or influencing the rise in AWPs.

6. All documents relating to any marketing efforts by McKesson with respect to doing business with your organization and any benefits offered by McKesson in that regard.

7. All documents reflecting revenues received by McKesson as a result of doing business with you.

United States District Court

EASTERN DISTRICT OF KENTUCKY

SUBPOENA IN A CIVIL CASE

New England Carpenter
Health Benefits Fund, et
al. v. First Databank, Inc.
and McKesson Corp.

CASE NUMBER: No. 05-CV-11148-PBS
Pending in USDC District of Massachusetts
Judge Patti B. Saris

TO: OMNICARE
1600 RiverCenter II, 100 E. RiverCenter Blvd.
Covington, KY 41011

☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date and time specified below (list documents or objects): *See attached Exhibit A.*

PLACE

Hagens Berman Sobol Shapiro LLP
1301 Fifth Ave., Suite 2900, Seattle, WA 98101

DATE AND TIME

February 26, 2007

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

DATE

Attorney for Plaintiffs

2-12-07

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Nick Styant-Browne, Hagens Berman Sobol Shapiro LLP, 1301 Fifth Avenue, Suite 2900, Seattle, WA 98101,
(206) 623-7292

(See Rule 45. Federal Rules of Civil Procedure Parts C & D on Reverse)

PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On a timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend a trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected materials and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specified events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance and production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim

EXHIBIT A

I. DEFINITIONS AND INSTRUCTIONS

1. The following requests for documents refer to the period of January 1, 2000 through March 2005.
2. "You" and "Your" shall refer to Omnicare and any of its subsidiaries, divisions, affiliates, officers, directors, employees or agents, including, but not limited to, attorneys and accountants.
3. "All documents" means every document, as defined by Massachusetts Local Rule 26.5(c)(2) and Fed. R. Civ. P. 34(a), or writing in Your possession.
4. "Communications," as defined by Massachusetts Local Rule 26.5(c)(1), means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).
5. "Concerning," as defined by Massachusetts Local Rule 26.5(c)(7), means referring to, describing, evidencing, or constituting.
6. "Meeting" means any discussion between two or more persons either in person, telephonically or by video conference.
7. "Person," as defined by Massachusetts Local Rule 26.5(c)(6), means any natural person or any business, legal, or governmental entity or association.
8. "AWP" means average wholesale price.
9. "WAC" means wholesale acquisition cost.
10. "Markup" or "Spread" refer to the differential between AWP and WAC.

II. DOCUMENTS TO BE PRODUCED

1. All communications between You and First DataBank or McKesson concerning AWP.
2. All documents concerning any meetings between You and First DataBank or McKesson to discuss AWP and/or retail or the reimbursement cost of brand-name prescription drugs.

3. All communications between You and McKesson concerning pharmacy profits associated with the retail or reimbursement cost of brand-name prescription drugs, including communications concerning AWP/WAC markup or spread for prescription drugs.

4. All documents concerning any meetings between You and McKesson to discuss pharmacy profits associated with the retail or reimbursement cost of brand-name prescription drugs, including discussions concerning AWP/WAC markup or spread.

5. All documents or communications concerning any contracts or negotiations with McKesson concerning any year-end deals or other rebates associated with Your purchases of prescription drugs from McKesson, including any suggestion that such deals or rebates should be reduced or eliminated in recognition of McKesson's role in causing or influencing the rise in AWP's.

6. All documents relating to any marketing efforts by McKesson with respect to doing business with your organization and any benefits offered by McKesson in that regard.

7. All documents reflecting revenues received by McKesson as a result of doing business with you.

United States District Court

NORTHERN DISTRICT OF CALIFORNIA

SUBPOENA IN A CIVIL CASE

New England Carpenter
Health Benefits Fund, et
al. v. First Databank, Inc.
and McKesson Corp.

CASE NUMBER: No. 05-CV-11148-PBS
Pending in USDC District of Massachusetts
Judge Patti B. Saris

TO: Safeway, Inc.
5918 Stoneridge Mall Rd.
Pleasanton, CA 94588-3229

☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date and time specified below (list documents or objects): *See attached Exhibit A.*

PLACE

Hagens Berman Sobol Shapiro, LLP
1301 Fifth Ave., Suite 2900, Seattle, WA 98101

DATE AND TIME

February 26, 2007

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

DATE

Attorney for Plaintiffs

2-12-07

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Nick Styant-Browne, Hagens Berman Sobol Shapiro LLP, 1301 Fifth Avenue, Suite 2900, Seattle, WA 98101,
(206) 623-7292

(See Rule 45. Federal Rules of Civil Procedure Parts C & D on Reverse)

PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____
DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On a timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend a trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected materials and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specified events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance and production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim

EXHIBIT A

I. DEFINITIONS AND INSTRUCTIONS

1. The following requests for documents refer to the period of January 1, 2000 through March 2005.
2. "You" and "Your" shall refer to Safeway, Inc. and any of its subsidiaries, divisions, affiliates, officers, directors, employees or agents, including, but not limited to, attorneys and accountants.
3. "All documents" means every document, as defined by Massachusetts Local Rule 26.5(c)(2) and Fed. R. Civ. P. 34(a), or writing in Your possession.
4. "Communications," as defined by Massachusetts Local Rule 26.5(c)(1), means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).
5. "Concerning," as defined by Massachusetts Local Rule 26.5(c)(7), means referring to, describing, evidencing, or constituting.
6. "Meeting" means any discussion between two or more persons either in person, telephonically or by video conference.
7. "Person," as defined by Massachusetts Local Rule 26.5(c)(6), means any natural person or any business, legal, or governmental entity or association.
8. "AWP" means average wholesale price.
9. "WAC" means wholesale acquisition cost.
10. "Markup" or "Spread" refer to the differential between AWP and WAC.

II. DOCUMENTS TO BE PRODUCED

1. All communications between You and First DataBank or McKesson concerning AWP.
2. All documents concerning any meetings between You and First DataBank or McKesson to discuss AWP and/or retail or the reimbursement cost of brand-name prescription drugs.

3. All communications between You and McKesson concerning pharmacy profits associated with the retail or reimbursement cost of brand-name prescription drugs, including communications concerning AWP/WAC markup or spread for prescription drugs.

4. All documents concerning any meetings between You and McKesson to discuss pharmacy profits associated with the retail or reimbursement cost of brand-name prescription drugs, including discussions concerning AWP/WAC markup or spread.

5. All documents or communications concerning any contracts or negotiations with McKesson concerning any year-end deals or other rebates associated with Your purchases of prescription drugs from McKesson, including any suggestion that such deals or rebates should be reduced or eliminated in recognition of McKesson's role in causing or influencing the rise in AWP's.

6. All documents relating to any marketing efforts by McKesson with respect to doing business with your organization and any benefits offered by McKesson in that regard.

7. All documents reflecting revenues received by McKesson as a result of doing business with you.

United States District Court

DISTRICT OF MINNESOTA

SUBPOENA IN A CIVIL CASE

New England Carpenter
Health Benefits Fund, et
al. v. First Databank, Inc.
and McKesson Corp.

CASE NUMBER: No. 05-CV-11148-PBS

Pending in USDC District of Massachusetts
Judge Patti B. Saris

TO: SUPERVALU Corporate Headquarters
11840 Valley View Road
Eden Prairie, Minnesota 55344

☐ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date and time specified below (list documents or objects): *See attached Exhibit A.*

PLACE

Hagens Berman Sobol Shapiro, LLP
1301 Fifth Ave., Suite 2900, Seattle, WA 98101

DATE AND TIME

March 23, 2007

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

Attorney for Plaintiffs

DATE

3-08-07

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Nick Styant-Browne, Hagens Berman Sobol Shapiro LLP, 1301 Fifth Avenue, Suite 2900, Seattle, WA 98101,
(206) 623-7292

(See Rule 45. Federal Rules of Civil Procedure Parts C & D on Reverse)

 PROOF OF SERVICE

DATE	PLACE
 SERVED	
SERVED ON (PRINT NAME)	MANNER OF SERVICE
 _____ SERVED BY (PRINT NAME)	 _____ TITLE

 DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____ DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

 Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On a timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend a trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected materials and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specified events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance and production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim

EXHIBIT A

I. DEFINITIONS AND INSTRUCTIONS

1. The following requests for documents refer to the period of January 1, 2000 through March 2005.
2. “You” and “Your” shall refer to SUPERVALU and any of its subsidiaries, divisions, affiliates, including any entities acquired by SUPERVALU through its purchase of Albertson’s stores, as well as its officers, directors, employees or agents, including, but not limited to, attorneys and accountants.
3. “All documents” means every document, as defined by Massachusetts Local Rule 26.5(c)(2) and Fed. R. Civ. P. 34(a), or writing in Your possession.
4. “Communications,” as defined by Massachusetts Local Rule 26.5(c)(1), means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).
5. “Concerning,” as defined by Massachusetts Local Rule 26.5(c)(7), means referring to, describing, evidencing, or constituting.
6. “Meeting” means any discussion between two or more persons either in person, telephonically or by video conference.
7. “Person,” as defined by Massachusetts Local Rule 26.5(c)(6), means any natural person or any business, legal, or governmental entity or association.
8. “AWP” means average wholesale price.
9. “WAC” means wholesale acquisition cost.
10. “Markup” or “Spread” refer to the differential between AWP and WAC.

II. DOCUMENTS TO BE PRODUCED

1. All communications between You and First DataBank or McKesson concerning AWP.

2. All documents concerning any meetings between You and First DataBank or McKesson to discuss AWP and/or retail or the reimbursement cost of brand-name prescription drugs.

3. All communications between You and McKesson concerning pharmacy profits associated with the retail or reimbursement cost of brand-name prescription drugs, including communications concerning AWP/WAC markup or spread for prescription drugs.

4. All documents concerning any meetings between You and McKesson to discuss pharmacy profits associated with the retail or reimbursement cost of brand-name prescription drugs, including discussions concerning AWP/WAC markup or spread.

5. All documents or communications concerning any contracts or negotiations with McKesson concerning any year-end deals or other rebates associated with Your purchases of prescription drugs from McKesson, including any suggestion that such deals or rebates should be reduced or eliminated in recognition of McKesson's role in causing or influencing the rise in AWPs.

6. All documents relating to any marketing efforts by McKesson with respect to doing business with your organization and any benefits offered by McKesson in that regard.

7. All documents reflecting revenues received by McKesson as a result of doing business with you.

Issued by the

UNITED STATES DISTRICT COURT

Northern DISTRICT OF Illinois

NEW ENGLAND CARPENTERS HEALTH BENEFITS
FUND, ET AL.

V.
FIRST DATABANK, INC. AND MCKESSON
CORPORATION

SUBPOENA IN A CIVIL CASE

Case Number: ¹ 1:05-CV-11148-PBS
DISTRICT OF
MASSACHUSETTS

TO: Walgreen Co.
200 Wilmont Road
Deerfield, IL 60015

☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION Victoria Court Reporting

29 S. LaSalle Street, Suite 200, Chicago, IL 60603

DATE AND TIME

June 1, 2007 9:30 a.m.

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

Please see attached Exhibit B.

PLACE Walgreen Co.

200 Wilmont Road, Deerfield, IL 60015, or another mutually agreeable location

DATE AND TIME

May 25, 2007 9:30 a.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

Attorney for McKesson Corporation

DATE

May 9 2007

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Tiffany Cheung, Morrison & Foerster LLP, 425 Market Street, San Francisco, CA 94105, (415) 268-7000

(See Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page)

¹ If action is pending in district other than district of issuance, state district under case number.

PROOF OF SERVICE

DATE

PLACE

SERVED:

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises — or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject

to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(D) DUTIES IN RESPONDING TO SUBPOENA.

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) CONTEMPT. Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

EXHIBIT B

DOCUMENTS REQUESTED

The time period of January 1, 2000 through the present applies to the following requests:

1. All documents concerning any change in the ratio, spread, or markup between the WAC and AWP published by First DataBank for any brand name prescription drug.
2. All communications between You and any TPP or PBM concerning any change in the ratio, spread, or markup between the WAC and AWP published by First DataBank for any brand name prescription drug.
3. All documents supporting Your public statement at a Morgan Stanley Global Consumer and Retail Conference on or about November 14, 2006 that the market increased the discounts off AWP after 2001.
4. All internal analyses concerning trends in reimbursement rates for brand name prescription drugs.

Issued by the

UNITED STATES DISTRICT COURT

DISTRICT OF Rhode Island

NEW ENGLAND CARPENTERS HEALTH BENEFITS
FUND, ET AL.

V.

FIRST DATABANK, INC. AND MCKESSON
CORPORATION

SUBPOENA IN A CIVIL CASE

Case Number: ¹ 1:05-CV-11148-PBS
DISTRICT OF
MASSACHUSETTS

TO: CVS Corporation
Corporate Headquarters
One CVS Drive
Woonsocket, RI 02895

☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION Allied Court Reporters, Inc.

115 Phenix Avenue, Cranston, RI 02920

DATE AND TIME

May 31, 2007 9:30 a.m.

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

Please see attached Exhibit B.

PLACE CVS Corporation

One CVS Drive, Woonsocket, RI 02895, or another mutually agreeable location

DATE AND TIME

May 24, 2007 9:30 a.m.

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

Attorney for McKesson Corporation

DATE

May 9, 2007

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Tiffany Cheung, Morrison & Foerster LLP, 425 Market Street, San Francisco, CA 94105, (415) 268-7000

(See Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page)

¹ If action is pending in district other than district of issuance, state district under case number.

PROOF OF SERVICE

DATE

PLACE

SERVED:

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises — or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject

to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(D) DUTIES IN RESPONDING TO SUBPOENA.

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation material, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) CONTEMPT. Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

EXHIBIT B

DOCUMENTS REQUESTED

The following cover the time period January 1, 2000 to present:

1. All documents concerning any change in the ratio, spread, or markup between the WAC and AWP published by First DataBank for any brand name prescription drug.
2. All communications between You and any TPP or PBM concerning any change in the ratio, spread, or markup between the WAC and AWP published by First DataBank for any brand name prescription drug.
3. All documents supporting the statement in Your press release issued on October 6, 2006 that “as AWP’s have risen, the negotiated discounts have also widened.”
4. All internal analyses concerning trends in reimbursement rates for brand name prescription drugs.

Exhibit F

First Date Brief

Roberts, Pamela (STL)

From: Macinski, Chris (STL)
 Sent: Thursday, March 28, 2002 8:32 AM
 To: Soderstrom, Ryan (BLM)
 Cc: Bascomb, Stuart L. (STL)
 Subject: RE: AWP changes

Told Chris to Sum

Importance: High

Ryan, here is what we know at this time:

a. **Situation overview/status** - Until recently AWP changes occurred in conjunction with WAC changes. It only became apparent to ESI within the last week that AWP changes were occurring without WAC changes. At that time we called our vendor and asked why. Their response was that the wholesalers, who they survey to get the AWP, felt that the new AWP was a more accurate depiction of where the AWP should be set. That they felt that with the mergers and acquisitions that have taken place within the drug industry, a need for equalization and standardization of the AWP was necessary. They also mentioned that the wholesalers may have felt this was necessary due to a government inquiry into AWP practices that has taken place recently. At that time we began an inquiry to ascertain the number of items and financial impact that this could have on us and our clients. We also continued on a search for AWP vendors to ascertain what options we may have (we had started this in response to 3 drugs that were aware of approximately 6 weeks ago).

b. **Client Impact** - We are currently working on this. We have discovered that this impacts about 830 NDCs either positively or negatively. 650 NDCs are impacted positively. We are currently working on the financial impact of those drugs. We will then determine the average percentage impact to our clients.

c. **ESI Impact** - As with client impact we are trying to define the impact on our mail order as well as the impact on rebates. We believe that for just January and February that this increased our rebates by several million dollars. However, several manufacturers are questioning these and may not pay. The effect on our mail order is more difficult to define, but is part of the analysis that is being completed for client impact.

d. **Industry Repercussions** - There are many. Our entire industry is based on AWP. If the AWP becomes an unreliable factor, a pricing paradigm shift may be required. If not, at the very least, we may have to recontract for deeper discounts to just get back to where drug pricing was. The network pharmacies are the big winners in the situation as their reimbursement from PBMs has been superficially increased. The client will see an increased trend in direct relation to the increase in AWP. PBM will receive additional income for their mail order prescriptions, however, the trend situation with their clients could cost them business. Drug manufacturers get an unwarranted black eye for increasing pricing that they had nothing to do with.

e. **Near-term downside/upside** - ESI will see an increase in margin per script and rebate. The client will see an increase in drug costs. Members will pay more for % copay plans, they will meet their deductibles and caps sooner. Drug manufacturers are already up in arms over this increase. They are the ones who are most hurt by this new policy.

f. **Long-term downside/upside** - At the very least trend will increase. At the worst, government price controls will be instituted.

We will complete the search for AWP vendors, hopefully finding one that has an AWP policy that is more in line with industry standards. This will enable us to continue business as usual.

-----Original Message-----

From: Soderstrom, Ryan (BLM)
 Sent: Tuesday, March 12, 2002 5:28 PM
 To: Macinski, Chris (STL)
 Subject: FW: AWP changes

FYI

-----Original Message-----

From: Soderstrom, Ryan (BLM)
 Sent: Tuesday, March 12, 2002 2:04 PM
 To: Neville, Everette (BLM); Fontanez, Carmen (BLM); Hill, James J. (STL); Stults, Kathy (BLM); Sommer, Sue (BLM)
 Cc: Wufestad, Kent (BLM); Nickels, Don (BLM); Legg, Jeffrey (BLM); Dohrn, Jason (BLM); Lynch, Julie (BLM); Zarin, Larry P. (STL)
 Subject: RE: AWP changes

Everett/Jim -

Recommend you both co-lead a SWAT team comprising HMS/Segment/Finance/Legal representation to determine items below. Once all the information is "available," CorpComm will do a write-up on it for exec/legal/segment input, sign-off, etc. Stuart should be positioned as the executive sponsor of this initiative.

Ryan

-----Original Message-----

From: Neville, Everette (BLM)
 Sent: Tuesday, March 12, 2002 1:55 PM

1

HIGHLY CONFIDENTIAL ATTORNEY'S EYES ONLY

ESI-414-00001762

To: Soderstrom, Ryan (BLM); Fontanez, Carmen (BLM); Hill, James J. (STL); Stults, Kathy (BLM); Sommer, Sue (BLM)
Cc: Wuflestad, Kent (BLM); Nickels, Don (BLM); Legg, Jeffrey (BLM); Dohm, Jason (BLM); Lynch, Julie (BLM); Zarin, Larry P. (STL)
Subject: RE: AWP changes

Jim, can you point Ryan in the right direction.

Ryan, I would be happy to work with you as would I am sure Kathy Stultz and one of Carmen's Sr Directors (maybe Mary Ellen or Marian?)

I think we need to shoot for having something this week

Everett

-----Original Message-----

From: Soderstrom, Ryan (BLM)
Sent: Tuesday, March 12, 2002 1:47 PM
To: Neville, Everette (BLM); Fontanez, Carmen (BLM); Hill, James J. (STL); Stults, Kathy (BLM); Sommer, Sue (BLM)
Cc: Wuflestad, Kent (BLM); Nickels, Don (BLM); Legg, Jeffrey (BLM); Dohm, Jason (BLM); Lynch, Julie (BLM); Zarin, Larry P. (STL)
Subject: RE: AWP changes

Yes, there should be a unified corporate message on this issue.

1. Is there some "point group" or content experts that can provide us information around the following:
 - a. situation overview/status
 - b. client impact
 - c. ESI impact
 - d. industry repercussions
 - e. near-term downside/upside
 - f. long-term downside/upside

One we have consensus and information around these elements - Corporate Communications can develop a communication for executive/legal/segment review and input, then bring it to the next level for syndication and distribution.

Ryan
75160

-----Original Message-----

From: Neville, Everette (BLM)
Sent: Tuesday, March 12, 2002 1:35 PM
To: Soderstrom, Ryan (BLM); Fontanez, Carmen (BLM); Hill, James J. (STL); Stults, Kathy (BLM); Sommer, Sue (BLM)
Cc: Wuflestad, Kent (BLM); Nickels, Don (BLM); Legg, Jeffrey (BLM); Dohm, Jason (BLM)
Subject: AWP changes
Importance: High

All,

I just spoke with David Huebner and was informed (at least partially) of the First Data Bank AWP situation. As I understand it First Data Bank has recalculated the way it reports AWP on January 1 2002. The effect of this is an immediate increase in trend for our clients, increase in rebates, increase in admin fee etc. Dave also mentioned that Pharma was balking at the increase and talking about class action suits against First Data Bank.

This has a very high impact potential for our clients. We need to get together a message to be proactive with our clients. I think that our window of time is very short - we already have one client up in arms that we did not tell them earlier.

Ryan - should this be a corporate initiative? Jim can you provide more of the details?

Everett

Exhibit G

From: Conley, Erin (STL)
Sent: Monday, April 29, 2002 3:45 PM
To: 'Goldenberg, Harry A.'
Cc: Orvis, Traci (BLM); Zopfi, Arnie (BLM)
Subject: RE: Emerging Therapeutic Issues - AWP PRICE INCREASES

Hello -

We've looked at your data to further analyze this request.

For PHC it appears that for first quarter 2002, the increase in ingredient cost that we attribute to these AWP adjustments is ~\$178,000 (1.17%). For PHT, its less (fewer brands) at ~\$124,000 (0.60%).

The drugs that have seen the largest adjustments are Lipitor, Prilosec, Prevacid, and Nexium.

I hope this will help.

Erin

-----Original Message-----

From: Goldenberg, Harry A. [mailto:HAGOLDEN@CovHlth.com]
Sent: Tuesday, April 16, 2002 3:34 PM
To: 'Conley, Erin (STL)'; Goldenberg, Harry A.
Cc: Orvis, Traci (BLM); Zopfi, Arnie (BLM)
Subject: RE: Emerging Therapeutic Issues - AWP PRICE INCREASES

It does but, I need a little more.

What does this translate into total dollars higher cost, presuming current utilization rates and membership? And the same figure pmpm?

I want to be able to tell our CEO and Board what to expect in the format they will want that information.

Thanks.

Harry Goldenberg, MD
Vice President of Medical Management
PHP Companies, Inc./Cariten Healthcare

> -----Original Message-----

> From: Conley, Erin (STL) [SMTP:EConley@express-scripts.com]
> Sent: Tuesday, April 16, 2002 7:53 AM
> To: 'Goldenberg, Harry A.'
> Cc: Orvis, Traci (BLM); Zopfi, Arnie (BLM)
> Subject: RE: Emerging Therapeutic Issues - AWP PRICE INCREASES

>
> To date the increases should result in an additional increase in trend
> to our clients of 0.7 to 0.9% (above what we normally expect ingredient cost
> increases to be). IF these increases are applied to ALL drugs that
> currently are WAC +16% (they would be raised to WAC+ 20%) then the
> trend impact would be in the 1.2 to 1.5% range. (again, meaning trend
> increase above and beyond what we would normally expect).

>
> Does this help?

>
> Erin

>
> -----Original Message-----

Exhibit H



STEVE W. BERMAN
DIRECT • (206) 224-9320
STEVE@HBSSLAW.COM

HAGENS BERMAN
SOBOL SHAPIRO LLP

October 18, 2007

Mr. Kenneth P. Delafrange
29 Cedar Street
Champlain, NY 12919

Re: New England Carpenters v. First DataBank

Dear Mr. Delafrange:

I am one of the lawyers for the plaintiffs in this case and write in response to your letter to the Court.

The proposed settlement is with the two defendants who published prices for the drugs at issue. Neither has the assets to pay a fraction of the damages in this case. Therefore the rollback of published drug prices is really the only meaningful relief that could be achieved vis-à-vis these defendants. Most of those in the class will benefit by this rollback as it is a rare consumer who would not take one of these drugs in the next few years.

As to making you and other class members "whole" we are prosecuting the case against McKesson. McKesson is one of the nation's largest companies and has the assets to pay the damages caused by the price fix/scheme at issue. We are pursuing this claim 24/7 and with the utmost vigor, determination and enthusiasm. Judge Saris has recently certified the claims of consumers who made a co-payment for any of these drugs, though McKesson is wriggling to cut the class back, and we hope to try that case next year.¹

If you have further questions after receipt of this information please contact me.

Sincerely,

A handwritten signature in black ink, appearing to be 'Steve W. Berman', written over a horizontal line.

Steve W. Berman

SWB:dld

¹ If a consumer makes a flat co-pay he/she is not injured by price charges. If a consumer is uninsured we have filed a proposed complaint to cover these losses.